

PUBLIC SAFETY AND CRIMINAL JUSTICE COMMITTEE

DATE: February 3, 2010

CALLED TO ORDER: 5:36 p.m.

ADJOURNED: 7:00 p.m.

ATTENDANCE

Attending Members

Benjamin Hunter, Chair
Vernon Brown
Bob Cockrum
Mary Moriarty Adams
William Oliver
Marilyn Pfisterer
Christine Scales
Ryan Vaughn

Absent Members

AGENDA

PROPOSAL NO. 40, 2010 - appoints Kenneth D. Adams, Jr. to the Citizens Police Complaint Board

“Do Pass”

Vote: 7-0

PROPOSAL NO. 41, 2010 - appoints Brian J. Tuohy to the Marion County Public Defender Board

“Do Pass as Amended”

Vote: 7-0

PROPOSAL NO. 43, 2010 - approves the consolidation of the Franklin Township Fire Department with the Indianapolis Fire Department on or after July 1, 2010

“Do pass as Amended”

Vote: 7-1

PROPOSAL NO. 44, 2010 - approves a restatement of the Marion County Sheriff's Department Personnel Retirement Plan

“Do Pass”

Vote: 8-0

PUBLIC SAFETY AND CRIMINAL JUSTICE COMMITTEE

The Public Safety and Criminal Justice Committee of the City-County Council met on Wednesday, February 3, 2010. Chair Benjamin Hunter called the meeting to order at 5:36 p.m. with the following members present: Vernon Brown, Bob Cockrum, William Oliver, Marilyn Pfisterer and Ryan Vaughn. Mary Moriarty Adams and Christine Scales arrived shortly thereafter. Representing Council staff was Robert Elrod, General Counsel. Also in attendance was Councillor Lincoln Plowman.

Chair Benjamin Hunter asked all Councillors to introduce themselves and state which district they represent. He asked for consent to rearrange the agenda. Consent was given.

PROPOSAL NO. 40, 2010 - appoints Kenneth D. Adams, Jr. to the Citizens Police Complaint Board

Mr. Adams said that he worked as a community coordinator some years ago and was a member of the CRT, working a little with Chairman Hunter. He said that he has been given a lot and wants to give back.

Councillor Vaughn said that this board requires a big time commitment for training and quarterly participation. He asked Mr. Adams if he has the time to commit to this. Mr. Adams answered in the affirmative, and stated that he is looking forward to serving on the board.

Councillor Brown thanked Mr. Adams for his willingness to serve and stated that Mr. Adams has a son who is a fine police officer. Mr. Adams recognized his two sons, his daughter and his wife.

Councillor Vaughn moved, seconded by Councillor Moriarty Adams, to forward Proposal No. 40, 2010 to the full Council with a "Do Pass" recommendation. The motion carried by a vote of 7-0.

[Clerk's note: Councillor Scales arrived at 5:40 p.m. and Councillor Vernon Brown left at 5:41 p.m.]

PROPOSAL NO. 41, 2010 - appoints Brian J. Tuohy to the Marion County Public Defender Board

Mr. Tuohy said that he is an attorney with the law firm of Doninger, Tuohy and Bailey, and has been practicing law for 26 years. He said that he was originally appointed to this board by former Councillor Bill Dowden. He said that he has been on the board for about 10 years and has enjoyed serving. Mr. Tuohy said that this board is a needed and constitutionally protected entity and is well-run by the current Chief Public Defender, Bob Hill.

Councillor Vaughn moved, seconded by Councillor Cockrum, to "Amend" Proposal No. 41, 2010 to reflect that this is a reappointment. The motion carried by a vote of 7-0.

Councillors Moriarty Adams and Vaughn moved, seconded by Councillor Pfisterer, to forward Proposal No. 41, 2010 to the full Council with a "Do Pass as Amended" recommendation. The motion carried by a vote of 7-0.

PROPOSAL NO. 44, 2010 - approves a restatement of the Marion County Sheriff's Department Personnel Retirement Plan

Doug King, Chief Financial Officer (CFO), Marion County Sheriff's Department (MCSD), introduced Michael Bindner, MCSD attorney.

Mr. Bindner said that the Internal Revenue Service (IRS) has established a timetable requiring all employer plans to be restated on a periodic basis primarily to smooth out the work flow with the IRS. He said that government plans were originally required to be restated as of January 1, 2009, and that date was later extended. However, MCSD decided to submit the restated plan (attached as Exhibit A) to the IRS and apply for a determination or approval letter last year. Mr. Bindner said that MCSD was allowed to provide that plan to the IRS in an unexecuted form, and they are still waiting on approval from the IRS. He said that the same form was submitted to the pension board before the end of 2009, it was approved, and is now before this Committee. Mr. Bindner said that the restatement has no effect on funding costs or the calculation of benefits. However, it incorporates six amendments to the plan that have already been approved, makes seven changes that the Internal Revenue Code requires, and makes seven clarification and simplification changes (these changes are listed on the first page of Exhibit A).

[Clerk's note: Councillor Brown returned at 5:45 p.m.]

Chair Hunter asked if the amendments to the plan are technical. Mr. Bindner answered in the affirmative, and stated that they are things such as required minimum distribution calculations. He said that the primary purpose of the restatement was to incorporate the six amendments. He said that previously, plans were submitted whenever an employer wanted to submit a plan or after major laws were passed that made certain changes to the plan terms. He said this was overwhelming for the IRS and would take a long time for approval of the plans. Therefore, government plans were simply put on specific schedules.

Councillor Pfisterer asked if the amendments were all triggered by outside forces. Mr. Bindner answered in the affirmative.

Councillor Moriarty Adams and Pfisterer moved, seconded by Councillor Vaughn, to forward Proposal No. 44, 2010 to the full Council with a "Do Pass" recommendation. The motion carried by a vote of 8-0.

PROPOSAL NO. 43, 2010 - approves the consolidation of the Franklin Township Fire Department with the Indianapolis Fire Department on or after July 1, 2010

Mark Renner, Deputy Director, Department of Public Safety (DPS), said that he is here to present information to the Committee regarding the discussions and effort to reach an agreement with the Franklin Township Advisory Board and their trustee. Mr. Renner said that it has been

important to him having been involved in these discussions, as he is a resident of Franklin Township. He said the process began in early summer of 2009. He said that DPS did not take the approach that they would go in and give orders to Franklin Township Fire Department (FTFD), but went in on equal footing to see if it made sense for Franklin Township, the City of Indianapolis, and the Indianapolis Fire Department (IFD) to pursue a merger. Mr. Renner credited all that were involved in the process for devoting time and energy. He said they worked hard to ensure that the same level of coverage, service and protection, if not more, is provided to people of Franklin Township. He said they also worked to ensure that Franklin Township stations and equipment was incorporated into the agreement and that firefighters were respected and considered to be in better situations with the merger in terms of pay and benefits. Mr. Renner said they will talk about the agreement from the operations side, the financial side and the impact of diversity.

Chief Tim Baughman, IFD Operations, said they looked at the operational model of IFD in Franklin Township. He said that Franklin Township currently operates five stations and their own administrative staff with civilian staff on board. He said they primarily looked at the sworn staff and those that would go over to IFD with the merger. Chief Baughman said that the biggest thing was to make sure that they could maintain a coverage model to the Franklin Township community similar to the coverage that is provided to the IFD district. He said they used GIS information and protective models of coverage and recommend that Franklin Township use four stations as they currently use, with one fire engine and ladder at each. Chief Baughman said they also looked at ladder models.

Chief Baughman said that Franklin Township was occasionally running three people on an engine, and that is not the staffing model grid that IFD runs. He said that IFD runs four people on every fire engine and, with the exception of six of 20 ladders, runs four people on ladders each day. He said that Franklin Township will be brought up to this level with the merger, which will make the firegrounds safer for the community and the firefighters. Chief Baughman said that Franklin Township will bring 93 firefighters to IFD, with five captains and ten lieutenants. He said they are also recommending that one of the ladder stations house a rescue task force. All other special operations will be covered with assets that IFD already has in place. Chief Baughman said that they have agreed that for the emergency medical services (EMS) model, they will have two advanced life support (ALS) units in Franklin Township and there are three potential ways of doing this: with Wishard Hospital Ambulance Service, with private ambulance service Rural Metro that currently covers Perry Township, or implementing two additional IFD-staffed ambulances.

Councillor Brown asked what the average run per year, per engine for FTFD is. Chief Baughman said that he does not have that information with him, but he can get that to the committee. Councillor Brown asked what the historical average engine run per year is for FTFD. Chief Randy Weasner, FTFD, answered between 600 and 800. Councillor Brown asked Chief Baughman what the average engine run per year is for IFD. Chief Baughman answered that there are three engines that are run in excess of 3,000 responses. He said when looking at operational models, the response time and run loads must both be examined. He said that a series of stations cover runs in a run stream.

Councillor Moriarty Adams asked what the age is of the apparatus in Franklin Township. Chief Baughman answered that it includes the following: 1990 Tanker, 1999 Tanker, two 2007 Seagraves, 1986 Ford, 1988 Ford, 1997 KME arial ladder, and two 2001 KME pumps. Director Renner added that the equipment is also listed in the proposal. Councillor Pfisterer asked if this equipment will last longer. Chief Bauman answered in the affirmative.

Councillor Pfisterer asked if Franklin Township will also meet coverage and response time requirements under the new model. Chief Bauman answered that the initial response time according to Needlestick Safety and Prevention Act (NSPA) is four minutes, and the Franklin Township stations were already providing that 90% of the time for the township.

David Reynolds, City Controller, distributed a handout (attached as Exhibit B), and said that this particular merger was a little more difficult than the past ones, because Franklin Township had existing emergency loans that the City had to consider. He said that township fire departments are able to operate with loans in one year to cash flow their operations, and the loans are then paid through property tax levies the subsequent year. He said that IFD is not capable of doing those type of loans and must pay for their current year operations with current year property tax levies. Mr. Reynolds said that the City went into this process with the standards that the Council set with the Perry Township consolidation of not impacting the IFD tax rate and bringing a model that funds itself and is sustainable. He said the first issue was how to deal with the emergency loan without having any impact to the current IFD fire district rate. He said they worked with the Department of Local Government Finance (DLGF) to come up with a proposal that would allow the City to request an extension of service levy appeal. This would normally cause the property tax levy to go up to fund the extension of service, but in this case, the City will transition Franklin Township off of the emergency loans. Mr. Reynolds said, in the first year of this plan, the City will have an extension of service appeal that is pretty much equal to the prior year's emergency loan. In the second year of the plan, the appeal will be cut in half, and in the third year, it will go away. Mr. Reynolds said that the Franklin Township tax payers will pay for the extension of service levy appeal. He said that Exhibit B graphically demonstrates this plan, and explained that these are only projected tax rates, as many things happen that impact tax rates. He explained that the bottom line on Exhibit B are the projected rates for IFD, and these rates are assumed whether or not the consolidation takes place. He said the next horizontal line is the projected rates for Franklin Township without consolidation, and the final line illustrates what is projected to happen with Franklin Township rates with the consolidation as proposed. Mr. Reynolds said that Franklin Township's rates would spike up in 2011, because those residents have to pay for the prior year emergency loan from 2010 and the extension of service of levy appeal. These rates drop down in 2012 to below the rate that the township residents would have been paying without the consolidation. He said that in 2013, Franklin Township becomes part of IFD and the rates are the same as the IFD service district.

Councillor Vaughn asked if a Franklin Township resident is already paying the maximum 1% property tax rate, if the fire rate would simply take up a greater portion of that 1% without increasing the property tax bill. Mr. Reynolds answered in the affirmative.

Councillor Pfisterer said that she receives phone calls that she thinks were generated by the belief that the actual merger was causing Franklin Township residents' property tax rates to

increase. She asked if in response, these raises in property tax rates are a result of past expenditures instead of the merger. Mr. Reynolds answered in the affirmative. He added that unfortunately, a graph that was distributed at a Franklin Township board meeting had the Franklin Township consolidated line starting out at the wrong spot, which made it look like the residents are currently paying \$.26 instead of \$.41. He said that Exhibit B is correct.

Councillor Vaughn asked if the average of the consolidated figures over the four years listed on Exhibit B is less than the three-year rate without the consolidation. Mr. Reynolds answered that he does not believe so, because the spike in the second year is nearly \$.20, and in the third-year rate is only \$.08 less. He said that he believes it would be lower if it was averaged over five years or more.

Councillor Brown asked if a IFD tax paying resident is not at the 1% cap, according to the IFD Base amount, their property taxes will increase each year from 2010 to 2013. Mr. Reynolds answered in the affirmative. Councillor Brown asked how much that increase would be for the average taxpayer not at the 1% cap. Mr. Reynolds answered that it increases about one half of a percent between 2010 and 2011. He said for a person is in a home with a net assessed value (AV) of \$60,000, that person's rate would increase about \$6. Councillor Brown asked if that rate will increase whether or not the City merges with Franklin Township. Mr. Reynolds answered in the affirmative. Councillor Brown asked if these increases are due to the current level of services in IFD's district. Mr. Reynolds answered that it is a factor of what he believes will happen with the AVs, as they are lower for 2010 than they were for 2009. He said if AVs decrease and the levy is not changed, the tax rate increases. Therefore, these projections are an assumption of what he believes will happen with the AV over this period of time, where he believes the levies will go and how quickly he believes those levies will grow.

Councillor Brown said that he received information stating that FTFD would be forced to lay people off if they do not merge with IFD. He asked how much of a tax increase would Franklin Township have to fund their four fire stations and 93 personnel if they do not merge. Mr. Reynolds answered that this is represented by the middle line on Exhibit B labeled FTFD Unconsolidated.

Councillor Cockrum said, in response to Councillor Vaughn's question of average savings, Franklin Township's rates would be slightly lower with consolidation over the three-year period than their three-year average without consolidation.

Councillor Moriarty Adams asked what the emergency loan amount is. Mr. Reynolds answered that it was just under \$2 million for 2008 and just under \$3 million for 2009. He said that it would need to be \$3.6 million for 2010, and would flatten out there.

Chief Brian Malone, IFD, said that diversity is an important issue to IFD. He said there is clearly some impact to the diversity numbers with each merger. This particular merger will result in a 1% reduction in the overall minority component of the department. Chief Malone said that the mergers somewhat impact IFD's ability to hire, but it does not negatively impact the fire chief's ability to make appointments to higher rank and different service levels within the administration. He said they want to look at this in terms of the opportunities of what IFD can

look like and become as a growing organization. He said they also want to ensure that there is no decrease in service. Chief Malone said that of the five captains and ten lieutenants coming over from FTFD, there are no minority officers. However, IFD sees this as an opportunity to recruit and have minority firefighters working in areas throughout the department that may not already have minorities.

Councillor Plowman said that he wants to make sure that the Councillors understand that there will be minority firefighters coming over with the merger, as there are minority firefighters on FTFD. Chief Malone said that there are currently four African American males, and at least four females. He said in the officers' willingness to make this merger happen, have adjusted pays and ranks. Mr. Renner added that in their discussions with FTFD and to address some concerns raised by some of the Council members, with respect to the potential future promotion opportunities for all members of the fire department, FTFD voluntarily agreed to reduce three captains to lieutenants and seven lieutenants to firefighters.

Councillor Pfisterer asked, in terms of minority and rookie classes in the future, what kind of attrition rate IFD is looking at if the Deferred Retirement Option Program (DROP) plan is still in effect and if there has been a projection made of how many IFD firefighters will be retiring. Chief Malone answered that the numbers vary, but he believes that IFD is expecting about 15-20 retirees for 2010. However, firefighters can sign up for the DROP program up to 36 months out. Councillor Pfisterer said that this should necessitate a rookie class perhaps in 2011 to impact the minority numbers. Mr. Renner said IFD's financial model projected losing 15 firefighters in 2010, 2011 and 2012. He said that the model requires 78 firefighters to staff FTFD with all the apparatus and provide the necessary coverage, and they currently have 93, so they hope to absorb the difference between those numbers into IFD's existing financial model. He said that they will try to absorb those firefighters in 2010 and 2011, and possibly have another recruit class in 2012 or 2013, assuming no more mergers.

Councillor Scales asked if the officers who agreed to take demotions will be on a fast track for promotions in the future. Chief Malone answered in the negative, and stated that they want those officers to simply have every opportunity to compete with existing IFD officers. He said that they are currently planning a promotion process, and intend to include those firefighters and make sure they receive the same information as current sworn IFD firefighters.

Councillor Oliver asked, with respect to Section 19 of the proposal, if the departments will have one seniority list once they are merged. Chief Malone answered that historically, once the departments are merged, the seniority list is also merged and those officers will be fit into the current IFD list. Councillor Oliver asked how many FTFD firefighters will go into the substitute pool. Mr. Renner answered that the number is 15. Councillor Oliver asked how many firefighters are currently in the IFD substitute pool. Chief Malone answered that there are about 90 firefighters currently. Councillor Oliver asked if all substitutes will be on one seniority list after the merger. Chief Malone answered in the affirmative. Councillor Oliver asked if the FTFD firefighters will have to go to a Franklin Township station if they come out of the pool. Chief Malone answered in the negative, and stated that once the merger happens all firefighters will be IFD firefighters, so those firefighters will have the opportunity to apply and bid for any position for which they qualify.

Councillor Brown asked if the female firefighters from FTFD are African American. Chief Malone answered in the negative. Councillor Brown asked what the number of African American firefighters will decrease by with the merger. Chief Malone answered that it will go from 16% to 15.1%. Councillor Brown asked what the current percentage is of African American community members. Chief Malone answered that he is unsure of the exact number, but he believes it is about 24%. Councillor Brown asked how bringing in the five Caucasian captains and ten Caucasian male lieutenants will affect minority participation in the rank structure. Chief Malone said that he has not worked the numbers for individual ranks, but there will be some decrease. Councillor Brown asked how many African American captains there are currently in IFD. Chief Malone answered that there are 11 currently. Councillor Brown asked if the salaries for the FTFD firefighters who took the demotion will be increased with the consolidation. Mr. Renner answered in the affirmative. Councillor Brown asked if that means that they took a demotion, but will in turn receive a pay increase. Mr. Renner answered in the affirmative. Mr. Renner said that, however, there is a value in rank.

Councillor Brown said that Mayor Greg Ballard has a diversity study panel that discusses hiring and promotions in the police and fire departments. He asked Mr. Renner if it would make sense to wait for the results of that study panel to have a promotional process. Mr. Renner answered that IFD experts have met with that diversity task force and have taken direction on how IFD could improve the promotional process. He said they are factoring in their recommendations and may, in fact, wait until the report is out to continue with the process. Councillor Brown asked to whom the report from that task force would be given. Mr. Renner answered that he does not know.

Councillor Vaughn moved, seconded by Councillor Scales, to "Amend" Proposal No. 43, 2010 as described in Exhibit C. He said that, with the consolidation of Perry Township, this committee had to come back and re-consider the definition of the service district to include Perry Township. This is in essence the same thing for purposes of Franklin Township.

Councillor Cockrum said that page 17 of the amendment addresses boundaries within Deatur and Wayne Townships. He asked if those boundaries are the same as they were before. Mark Mertz, Corporation Counsel, answered in the affirmative. The motion to amend the proposal carried by a vote of 8-0.

Pastor James Jackson, citizen, said that there seems to be different answers with respect to stagnation with diversity. He asked if there is a genuine commitment to diversity with this merger. Mr. Renner said that his comments were directed toward the fact that the FTFD firefighters who voluntarily gave up rank allowed for the opportunity of promotions. Therefore, he does not believe that there will be stagnation in promotion opportunities for minorities.

Wayne Smith, President, Firefighters Local 416, said that Local 416 has always believed in and been in favor of consolidation. He said that, with respect to the Mayor's task force, Local 416 has a representative attending those meetings and is trying to do what they can. He said Local 416 is also in favor of diversity, and understands that in order to get some of the things they hope for, there is going to be some temporary sacrifices. Mr. Smith said they are working on some things, including a program with the Indianapolis Public Schools (IPS) and a Survive Alive

program, working with children beginning in third grade. He said that the percentage of African Americans in Franklin Township is higher than most.

Jason Hansman, Firefighter, FTFD and Local 416 District President, said that all of the FTFD firefighters, along with their trustee, advisory board, and Councillor Lincoln Plowman support this merger. He asked for the Committee's support. He added that FTFD has a total of ten minorities, consisting of the eight that were previously stated, a Hispanic captain and an Asian American male. Mr. Hansman said that they truly believe in diversity, and they are proud that they far exceed their diversity in Franklin Township.

Tom Hanafey, 29-year IFD veteran, said that this is about a better fire department, better service and a better EMS service for the entire community. It is also about better efficiency, so that taxpayers are not burdened with duplication of services. He asked that the Councillors vote for this proposal.

Councillor Cockrum added, with respect to the tax rate for Franklin Township, that after the third year, the tax rate will be 41% lower with the consolidation than it would without the consolidation.

Councillor Plowman said that consolidation has been tough for many years, and would be less likely with strong government. However, with the current conditions, tax caps and economic downturns, this is the only course of action for the citizens of Franklin Township to maintain fire protection at its current level. He said that fire service decreases if firefighters are laid off. Councillor Plowman said, of course, not all of the Franklin Township residents are happy about this, but it is a course of action. He said he has voted for and against consolidation on different occasions, depending on the wishes of the Councillor in that district. He said from the information that he has received, Franklin Township needs this consolidation to happen.

Councillor Moriarty Adams moved, seconded by Councillor Scales, to forward Proposal No. 43, 2010 to the full Council with a "Do Pass as Amended" recommendation. The motion carried by a vote of 7-1, with Councillor Brown casting the negative vote.

Councillor Vaughn explained that he has voted for every fire consolidation opportunity that has been presented, because he believes that the overall concern is improving fire service for constituents. However, every vote gets more difficult because of the inefficiencies and troubles with personnel at the township level. He congratulates the Franklin Township firefighters for making sacrifices to get this done. Councillor Vaughn said, however, he feels that there are some real problems that need to be addressed with future consolidation efforts as it relates to minority participation. He said that opportunities to address this issue continue to be delayed, and although existing firefighters will have as much right to promotions and advancements, there are people who may want to be a firefighter in Indianapolis that do not have the opportunity, because the State Legislature fails to address the issue holistically. He encourage Marion County citizens to contact their State Senators and Representatives to give the Council the power to consolidate all at once to deal with these issues.

Councillor Brown explained that he is in favor of consolidation, but his issue with it is that every time a township is brought in, African American participation is reduced by 1% or 2%. He said IFD started out with 23% African American participation, with a population of 25%, and now IFD is down to 15%. He said that he believes that African Americans should have the equal opportunity to get a job in public safety and fire service. Councillor Brown said that no plan has been put in place to address this issue with the decline due to consolidation. He said until the City comes up with a corrective plan to address this, he will vote no for future fire consolidation.

With no further business pending, and upon motion duly made, the Public Safety and Criminal Justice Committee of the City-County Council was adjourned at 7:00 p.m.

Respectfully submitted,

Benjamin Hunter, Chair
Public Safety and Criminal Justice Committee

BH/nsm

**DESCRIPTION OF REQUIRED CHANGES IN THE MARION COUNTY SHERIFF'S
DEPARTMENT PERSONNEL RETIREMENT PLAN RESTATED EFFECTIVE
JANUARY 1, 2008**

1. The IRS is requiring that all citations to Indiana law be removed and that the reference to "termination of employment" be changed to "severance of employment." We have made those changes throughout the document.
2. The compensation limit in Section 2.01(h), the limitations on benefits in Section 6.08, and the requirement to start benefits by age 70½ in Section 6.09 have been changed. As a practical matter, none of these changes will affect the benefits payable under your Plan.
3. The provisions in Section 3.01 permitting a participant to stopping required employee contributions and then start making them again have been deleted. The IRS does not permit stopping and re-starting employee contributions.
4. A new paragraph was added to Section 6.01 regarding how the plan will handle an overpayment of a benefit to a Participant or Beneficiary.
5. The limitation on the period for extending guaranteed monthly payments under option 1 in Section 6.06(a) has been replaced by a reference to the limit in Section 6.09. As a practical matter, this required change will not limit the guaranteed period that a participant may elect.
6. Technical changes were made in Section 6.09 in the calculation of benefits payable at age 70-1/2.
7. The provisions of Articles XV & XVI were updated and folded into the preceding articles and then Articles XV & XVI were deleted from the restatement.

**DESCRIPTION OF CHANGES TO PLAN DESIGN THAT ARE NOT REQUIRED BY
THE IRS**

1. The definition of Plan Year in Section 2.01(n) changed to twelve (12) month beginning January 1 for simplification.
2. Section 2.02 provides a new reference to definitions added with Restatement.
3. Section 3.02 provides that if a participant terminates, commences his benefit, and is reemployed, the benefit earned during his reemployment will be reduced by the amount of benefit received. This restatement clarifies the offset method.
4. Failure to Participate in Section 4.04 was changed to allow participation on January 1 only.

5. A definition of "Normal Retirement Age" has been added to Section 5.01. Also, the definition of Normal Retirement changed effective January 1, 2009 to earlier of age 55, or age 50 and completion of 20 years of service.
6. The provision in Section 5.04(b) that a participant on disability is not permitted to enter the DROP has been deleted.
7. Only benefits paid in a lump sum (i.e. employee contributions and earnings) may be rolled over to another Plan. Please note that Section 6.10 has been revised to provide that rollovers may be made to a Roth IRA beginning January 1, 2008, subject to adjusted gross income limits until year 2010. In addition, we have amended Section 6.10 of your Plan to reflect that non-spouse beneficiaries may roll over death benefits to an IRA beginning January 1, 2008.

MARION COUNTY

SHERIFF'S DEPARTMENT PERSONNEL RETIREMENT PLAN

(Restated Effective January 1, 2008)

MARION COUNTY
SHERIFF'S DEPARTMENT PERSONNEL RETIREMENT PLAN

WHEREAS, the Marion County Sheriff's Department established the Marion County Police Department Personnel Retirement Plan with an original effective date of January 1, 1963, and last restated effective as of January 1, 2002; and

WHEREAS, the aforesaid Plan authorizes the Marion County Sheriff's Department to amend such Plan at any time; and

WHEREAS, the retirement plan is intended to satisfy Internal Revenue Code Section 401(a) as a governmental plan defined in Section 414(d) of the Internal Revenue Code;

NOW, THEREFORE, the Marion County Sheriff's Department Personnel Retirement Plan is hereby amended and restated in its entirety effective January 1, 2008, with the following modifications:

Effective January 1, 2009

Section 5.01 – added paragraph to change definition of Normal Retirement Age.

The provisions of this restated Plan shall only apply to an Employee who died while employed after January 1, 2008, or who severed employment on or after January 1, 2008. The rights and benefits, if any, of an Employee who died while employed or who severed employment before such date shall be determined in accordance with the provisions of the Plan that were in effect on the date of his death or the date that he severed employment.

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ARTICLE I
INTRODUCTION

Section 1.01. Plan. The "Plan" set forth in this instrument shall be known as the Marion County Sheriff's Department Personnel Retirement Plan.

Section 1.02. Purpose. The purpose of this Plan is to provide retirement benefits or other benefits to such employees of the Employer and their Beneficiaries who qualify under the terms of the Plan from the Trust Fund created by contributions of the Sheriff's Department and Participants held by the Trustee under the provisions of a separate Trust Agreement. This Plan and Trust Fund shall be for the exclusive benefit of such persons.

Section 1.03. Effective Date.

The "Effective Date" of the Plan is January 1, 1963.

The "Amended Date" of this restatement of the Plan is January 1, 2008, with the following modifications:

Effective January 1, 2009

Section 5.01 – added paragraph to change definition of Normal Retirement Age.

ARTICLE II

DEFINITIONS AND INTERPRETATION

Section 2.01. Definitions. As used herein, unless a different meaning is clearly required by the context:

(a) "Actuarial Equivalent" or "Actuarially Equivalent" means a benefit of equivalent value computed on the basis of mortality determined as follows:

(1) For Participants, the Unisex Pension 1984 Mortality Table (UP-1984 Table) with ages set forward one-half (1/2) year. This age adjustment is determined by interpolating (straight line) between mortality rates with no age adjustment and mortality rates with ages set forward one (1) year.

(2) For Beneficiaries, the Unisex Pension 1984 Mortality Table (UP-1984 Table) with ages set back three and one-half (3-1/2) years. This set-back is determined by interpolating (straight line) between mortality rates with a three (3) year age setback and mortality rates with a four (4) year age setback.

It is noted that the above mortality assumptions are commonly referred to as a "90-10 male/female mix."

The mortality basis specified above is to be used in conjunction with an interest rate of six percent (6%) per annum, compounded annually, for the purpose of determining any Actuarially Equivalent benefit. Notwithstanding the foregoing provisions of this subsection, with respect to benefits which commenced prior to January 1, 1985, Actuarially Equivalent benefits shall be determined in accordance with the provisions of the Plan in effect prior to January 1, 1985. Also, no benefits which commenced on or prior to the date of adoption of this restatement shall be reduced as a result of such adoption.

Finally it is noted that special factors applicable in determining Early Retirement Benefits are contained in Section 6.02.

(b) "Actuary" means the person or firm appointed by the Employer or by the Committee and acting as technical advisor with respect to actuarial matters involved in the Plan.

(c) "Beneficiary" means, with respect to any benefit payable under this Plan, the beneficiary named by the Participant in writing to the Committee, with unrestricted right of the Participant to change such beneficiary at any time during his lifetime in accordance with the terms of the Plan, except after the commencement of a joint and survivor benefit payment. In the event that a designated Beneficiary predeceases the Participant, or if no designation is in effect at the time of a Participant's death, the Committee shall be empowered to designate Beneficiaries on the Participant's behalf, but only from among the following, in the order named: (1) spouse, (2) children, (3) parents, (4) brothers and sisters, nephews and nieces and (5) estate of the Participant. Neither the Employer nor the Trust shall be named as a Beneficiary.

Notwithstanding the foregoing, for an unmarried Participant whose original date of employment with the Employer is on or after March 12, 1997, the only Beneficiaries that may be designated for the death benefit paid pursuant to Article VIII other than payment of the net amount of his contributions are dependent children under the age of eighteen (18). For a married Participant whose original date of employment with the Employer is on or after March 12, 1997, the only primary Beneficiary that may be designated for the death benefit paid pursuant to Article VIII other than payment of the net amount of his contributions is the spouse he is married to on the date of death. The only contingent Beneficiaries that a married Participant may designate are dependent children under the age of eighteen (18). Both an unmarried and a married Participant may designate any Beneficiary to receive the net amount of his contributions.

Both an unmarried and a married Participant may designate any Beneficiary to receive any death benefit payable after commencement of his Early Retirement Benefit, Normal Retirement Benefit, or Late Retirement Benefit, as provided in Article VI.

(d) "Committee" means the Pension Board as described in Section 9.01 which shall administer the provisions of this Plan as set forth in Article IX.

(e) "Commutated Value" means, as of the date of determination, an Actuarially Equivalent lump sum.

(f) "Employee" means a person employed by the Employer who is either:

(1) a Sheriff with full police power, as such term is used in the Indiana Code, ("Sheriff"); or

(2) a County Police Officer with full police power, as such term is used in the Indiana Code, before January 1, 2007 ("County Police Officer"); or

(3) a member of the police department with full power, as such term is used in the Indiana Code, after December 31, 2006 and who was a County Police Officer and a participant of this Plan prior to January 1, 2007.

(g) "Employer" means the Marion County Sheriff's Department, Indianapolis, Indiana ("Sheriff's Department") before January 1, 2007 and the Indianapolis Law Enforcement Agency also known as the Indianapolis Metropolitan Police Department ("IMPD") after December 31, 2006, except that the Sheriff's Department shall be the Employer of the Sheriff at all times.

(h) "Final Average Monthly Salary" means **for Participants who sever employment for any reason (including death, disability and retirement) OR enter the Deferred Retirement Option Program on or after January 1, 2006 and before January 1, 2007**, the average of the rate of monthly income (base pay plus longevity) as of January 1 in the three (3) calendar years producing the highest average for a given Participant; provided that a given calendar year January 1 rate of monthly income may be used only if the required Employee contributions during the entire calendar year were made by the Participant or were picked-up under Section 414(h) of the Internal Revenue Code of 1986, as amended. "Final Average Monthly Salary" includes any required Employee contributions which are picked-up under Section 414(h) of the Internal Revenue Code of 1986, as amended. The calendar year in which

the Participant severs employment for any reason shall be included in computing the Participant's "Final Average Monthly Salary," provided that the required Employee contributions during such calendar year prior to his date of severance were made by the Participant or were picked-up under Section 414(h) of the Internal Revenue Code of 1986, as amended. "Final Average Monthly Salary" shall be subject to any further modifications or limitations described in the following provisions of this subsection.

"Final Average Monthly Salary" means for Participants who sever employment for any reason (including death, disability and retirement) **OR enter the Deferred Retirement Option Program on or after January 1, 2007**, the average of the rate of monthly income (base pay plus longevity) as of January 1 in the five (5) calendar years producing the highest average for a given Participant; provided that a given calendar year January 1 rate of monthly income may be used only if the required Employee contributions during the entire calendar year were made by the Participant or were picked-up under Section 414(h) of the Internal Revenue Code of 1986, as amended. "Final Average Monthly Salary" includes any required Employee contributions which are picked-up under Section 414(h) of the Internal Revenue Code of 1986, as amended. The calendar year in which the Participant severs employment for any reason shall be included in computing the Participant's "Final Average Monthly Salary," provided that the required Employee contributions during such calendar year prior to his date of severance were made by the Participant or were picked-up under Section 414(h) of the Internal Revenue Code of 1986, as amended. "Final Average Monthly Salary" shall be subject to any further modifications or limitations described in the following provisions of this subsection.

Modifications to Salary

Monthly income used to calculate a Participant's Final Average Monthly Salary shall include 1) all elective contributions made under a Section 401(k) plan, a cafeteria plan as defined in Internal Revenue Code Section 125, a simplified employee pension plan, or a Section 403(b) of the Internal Revenue Code tax deferred annuity; 2) all compensation deferred under an eligible deferred compensation plan as defined in Section 457, 3) all employee contributions under government plans that are treated as employer contributions under Section 414(h)(2) of the Internal Revenue Code, and 4) any amounts not included in taxable income by reason of Section 132(f)(4) of the Internal Revenue Code.

Statutory Limits

There are two statutory limits on compensation which apply to this Plan. One limit is on Final Average Monthly Salary and is prescribed by state law. The second limit is on annual salary and is prescribed by federal law in Section 401(a)(17) of the Internal Revenue Code. Both limits (as described in more detail below) shall apply in determining Final Average Monthly Salary.

State Limit on Final Average Monthly Salary

For a Participant who severs employment or retires after June 30, 1996, Final Average Monthly Salary may not exceed the minimum monthly salary that a full-time prosecuting attorney was entitled to be paid by the state of Indiana at the time the Participant severs employment or retires.

Federal Limit on Salary

For Plan Years beginning on or after January 1, 1996, pursuant to the requirements of Internal Revenue Code Section 401(a)(17) for a governmental plan, (i) for an individual who became a Participant on or before December 31, 1995, Salary shall be limited to two hundred thousand dollars (\$200,000) (with adjustments for cost of living, which is three hundred forty-five thousand dollars (\$345,000) for determination periods beginning in 2008), because the Salary limit under the Plan in effect on July 1, 1993, was two hundred thousand dollars (\$200,000); (ii) for an individual who became a Participant after December 31, 1995, Salary shall not exceed the Section 401(a)(17) limit (as increased by the cost of living adjustment pursuant to Internal Revenue Code Section 401(a)(17)). For Participants who sever employment after December 31, 2001, the Salary limit under (ii) is two hundred thousand dollars (\$200,000) for determination periods beginning before January 1, 2002, and two hundred thousand dollars (\$200,000) as increased for any cost of living adjustment for determination periods beginning after December 31, 2001, which is two hundred thirty thousand dollars (\$230,000) for determination periods beginning in 2008.

(i) "Merit Board" means the seven (7) member Board established pursuant to the Indiana Code and the Indianapolis/Marion County, Indiana Revised Code, as said Board may be constituted at any given time, as the merit system for IMPD.

(j) "Net Amount of Contributions" means the amount of money actually paid into the Trust Fund pursuant to Section 10.02, plus interest at the rate of three percent (3%) compounded annually up to severance date, less any sums, plus interest at the same rate, paid from the Trust Fund to such Participant or to any governmental fund for the credit or benefit of such Participant. Crediting of interest shall commence as of the end of the Plan Year in which contributions are made.

(k) "Participant" means an Employee who is eligible to participate and who is actively participating in the Plan as evidenced by his signature on an enrollment form wherein said Employee authorizes the deduction of the required Participant contributions as described hereinafter. Participation shall cease upon severance from employment with the Employer or a change in status that does not satisfy the definition of "Employee", however, a former Participant may retain rights to payment of certain benefits in accordance with provisions of the Plan.

(l) "Pension Board" means the five (5) member Board as constituted under Section 9.01 of the Plan.

(m) "Pensioner" means a former Participant who is receiving a benefit pursuant to the terms of this Plan, and shall include a former Participant entitled to future benefits when appropriate to the content.

(n) "Plan Year" means a twelve (12) consecutive month period beginning January 1.

(o) "Trust Agreement," also known as the "Trust," means the trust agreement between the Sheriff's Department, Indianapolis, Indiana and the Trustee, as in effect on the Effective Date and as it may be amended from time to time.

(p) "Trust Fund" means the sum of all the assets of every kind and nature, both principal and income, at any time and from time to time held by the Trustee, which are available to pay benefits pursuant to the terms of the Trust Agreement.

(q) "Trustee" means the original trustee under the Trust Agreement or any duly appointed and qualified successor trustee under the Trust Agreement.

Section 2.02. Reference to Other Definitions.

In addition to the terms defined in Section 2.01, the following terms are defined in the following Sections of the Plan:

<u>Definition</u>	<u>Section</u>
Amended Date	1.03
County Police Officer	2.01(f)
Credited Service	3.01
Deferred Retirement Option	
Program or DROP	5.04(a)(1)
Defined Benefit Dollar Limitation	6.08
Direct Rollover	6.10
Distributee	6.10
DROP Benefit Accumulation	5.04(d)
DROP Entry Date	5.04(a)(3)
DROP Frozen Benefit	5.04(a)(4)
DROP Participant	5.04(a)(2)
DROP Period	5.04(a)(5)
Early Retirement Age	5.02
Early Retirement Benefit	6.02
Early Retirement Date	5.02
Effective Date	1.03
Eligible Retirement Plan	6.10
Eligible Rollover Distribution	6.10
Employment Severance Date	3.03
Entrance Date	4.02
Equivalent Annual Benefit	6.08
IMPD	2.01(g)
Late Retirement Benefit	6.03
Late Retirement Date	5.03
Normal Retirement Age	5.01
Normal Retirement Benefit	6.01
Normal Retirement Date	5.01
Sheriff	2.01(f)
Sheriff's Department	2.01(g)

Section 2.03. Interpretation. Wherever appropriate, the masculine gender may be read as the feminine gender or as the neuter gender; and compound words beginning with the prefix "here" shall be read as referring to the entire Plan and not merely to the part thereof in which they occur. Terms not specifically defined in this Article II shall be deemed defined by the most descriptive context of the Plan.

Section 2.04. Construction. This instrument is to be construed according to the laws of the State of Indiana. In the event any provision of this Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included herein.

ARTICLE III

SERVICE

Section 3.01. Credited Service. "Credited Service" is that portion of a Participant's service which is used in computing benefits or determining eligibility for benefits unless otherwise specifically provided in any other Section of the Plan. Credit shall be given for all service as an Employee as defined in Section 2.01, including service as a Deputy Sheriff prior to January 1, 1963. In the event a Participant ceases making the required contributions while remaining in the active employ of the Employer, he shall forfeit any and all credit for service occurring prior to such cessation. In addition, no credit shall accrue during any period of service occurring subsequent to the Effective Date during which the required contributions are not made. "Credited Service" prior to January 1, 1963, will be credited only to those employees who were Employees on January 1, 1963.

A former Participant who is reemployed by the Employer shall have his service credited as provided under Section 3.02 below. A Participant shall not receive any credit for any absence from the active service of the Employer during which the Participant is not making the required Participant contributions. For those absences without pay during which the Participant makes the required contributions at the same rate as immediately preceding such absence, credit shall be given for a period not to exceed ninety (90) calendar days. After such ninety (90) day period, no credit shall be given during the absence. Required contributions for the period of absence shall be accepted up to ninety (90) calendar days after the date the Participant returns to active service of the Employer. After ninety (90) days from the Participant's return to active service, no contribution shall be accepted from the Participant. The granting of authority for the aforementioned absences shall be made pursuant to the Employer's published personnel policies and such policies shall be applied to all Participants in a uniform and nondiscriminatory manner. Failure to return from any leave of absence shall constitute a severance of the Employee's service as of the date of such failure to return.

Determination of Credited Service by the Committee shall be binding upon all Participants and Beneficiaries. **For Participants who sever employment for any reason (including death, disability and retirement) OR enter the Deferred Retirement Option Program on or after January 1, 2006 and before January 1, 2007**, Credited Service up to twenty (20) years shall be calculated to the nearest one-twelfth (1/12) year, and Credited Service in excess of twenty (20) years up to an additional twelve (12) years shall be based on full years and half years. If Credited Service in excess of twenty (20) years is not equal to full years or half years, Credited Service shall be rounded down to the nearest full year or half year.

Determination of Credited Service by the Committee shall be binding upon all Participants and Beneficiaries. **For Participants who sever employment for any reason (including death, disability and retirement) OR enter the Deferred Retirement Option Program on or after January 1, 2007**, Credited Service shall be calculated to the nearest one-twelfth (1/12) year.

To the extent the foregoing provisions do not credit service as required by the Family and Medical Leave Act, a Participant shall receive Credited Service as required by such Act.

Basically, such Act requires the crediting of service for vesting purposes only for a family or medical leave of up to 12 weeks even if the Participant does not make the required Participant contributions.

Section 3.02. Reemployment. A Participant who severs his employment with the Employer for any reason, who receives a lump sum distribution of his Net Amount of Contributions as of such date of severance, and who is later reemployed by the Employer shall receive no credit for prior service with the Employer and shall be treated as a new Employee upon his reemployment. A Participant who severs his employment with the Employer for any reason, who elects to defer payment of his benefit until a later date, and who is reemployed by the Employer prior to the commencement of his benefit payments shall not be entitled to any benefits under this Plan until his subsequent severance from employment, and upon such subsequent severance his benefit shall be determined based upon all his Credited Service with the Employer.

Any monthly benefit being paid to a reemployed Participant shall be suspended on his reemployment date. Upon the subsequent severance from employment of such a Participant, his benefit shall be based on Credited Service prior to his severance from employment and subsequent to his return to employment. Any benefits to which such a Participant is subsequently entitled shall be offset by any distribution, other than disability benefits, made under this Plan as a result of a previous severance from employment with the Employer. The offset shall equal the retirement benefit as of the date the benefit first commenced, unreduced for early commencement or optional form, times the ratio of the temporary life annuity for the period for which benefits were received over the immediate life annuity determined as of the date the initial benefit commenced. The cost of living adjustment provided in Section 6.11 of the Plan shall not be taken into consideration in determining the amount of offset. In no event shall a Participant receive either a greater benefit than he would have received from continuous service without interruptions or a lesser benefit than he was receiving immediately prior to his reemployment.

Section 3.03. Employment Severance Date. "Employment Severance Date" shall mean the last day for which an Employee is entitled to compensation as an Employee.

Section 3.04. Repayment of Contributions. Notwithstanding anything to the contrary contained in Section 3.01, or in any other provision of the Plan, a Participant who is reemployed and who as of the previous Employment Severance Date had received a payment of his Net Amount of Contributions, shall be entitled to repay the net amount of distribution that he had received previously. Upon such repayment and after completion of one (1) year of continuous active employment from his date of reemployment, the reemployed Participant shall receive full credit for all Credited Service prior to his preceding Employment Severance Date.

Section 3.05. Rules for Reemployed Veterans. A Participant shall be granted Credited Service upon his reemployment by the Employer for any period of time during which such Employee was on active military duty, but only if such Participant is entitled upon his reemployment to veteran's reemployment rights with respect to such period of military duty

under the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. 4301 et seq.) and only if the Participant makes up any Participant contributions required under Article X based on the Salary the Participant would have received with reasonable certainty during the period of his military duty. Such Participant shall have up to three (3) times the period of his military duty (but not to exceed five (5) years) to make up his missed required Participant contributions.

In determining the Final Average Monthly Salary of a reemployed veteran meeting all requirements of applicable federal law for reemployment rights, Salary shall be computed: (a) at the rate the reemployed veteran would have received but for the reemployed veterans period of qualified military service; or (b) in the case that the determination of such rate is not reasonably certain, on the basis of the reemployed veteran's average rate of salary during the twelve (12) month period immediately preceding such period of qualified military service (or, if shorter, the period of employment immediately preceding such period).

ARTICLE IV

ELIGIBILITY AND PARTICIPATION

Section 4.01. Eligibility. Each Employee shall be eligible to participate on the later of the Effective Date or his date of employment by the Employer as an Employee.

Section 4.02. Entrance Date and Requirement of Participant Contributions. The "Entrance Date" of a Participant is the date as of which an Employee becomes enrolled as a Participant. The required Participant contributions described in Section 10.02 become effective on a Participant's Entrance Date.

Section 4.03. Termination of Participation. Participation by an active Participant in the Plan shall be severed upon 1) the commencement of a benefit to him as a Pensioner, 2) his death, 3) his Employment Severance Date as defined in Section 3.03 with the Employer, 4) the termination of the Plan, 5) termination of his participation by operation of law or 6) his ceasing to be an Employee as defined in Section 2.01(f) of the Plan.

Section 4.04. Failure to Participate. Failure to participate when fully eligible shall cause a Participant to receive credit only for that service occurring subsequent to the eventual Entrance Date of such Participant. A Participant who fails to elect to participate when fully eligible may thereafter enter the Plan on any January 1 following the delivery to the Committee of his written agreement to make the required Participant contributions.

ARTICLE V

RETIREMENT DATE

Section 5.01. Normal Retirement. The Normal Retirement Date of a Participant is the first day of the month coincident with or following his attainment of Normal Retirement Age.

From January 1, 2007 through December 31, 2008, "Normal Retirement Age" is the earlier of (a) age fifty-five (55) or (b) age forty-five (45) for Participants who are hired on or before November 16, 1972, and are credited with at least twenty (20) years of Credited Service or (c) age fifty (50) for Participants who are hired after November 16, 1972 and are credited with at least twenty (20) years of Credited Service.

Effective January 1, 2009, "Normal Retirement Age" is the earlier of (a) age fifty-five (55) or (b) age fifty (50) for Participants who are credited with at least twenty (20) years of Credited Service.

In no event shall a Participant's retirement benefit commence prior to the Participant's Employment Severance Date as defined in Section 3.03.

Section 5.02. Early Retirement. A Participant with at least ten (10) years of Credited Service may retire any time after his thirtieth (30th) birthday. In the event a Participant elects to retire early, his Early Retirement Date shall be (a) the day of his actual retirement if he retires as of the first day of a month or (b) the first day of the first month following his actual retirement, if he retires as of a day other than the first day of a month. In no event shall a Participant's retirement benefit commence prior to the Participant's Employment Severance Date as defined in Section 3.03.

Section 5.03. Late Retirement. If a Participant continues his employment beyond his Normal Retirement Date, the Participant's Late Retirement Date shall be (a) the day of his actual retirement if he retires as of the first day of a month or (b) the first day of the first month following his actual retirement, if he retires as of a day other than the first day of a month. In no event shall a Participant's retirement benefit commence prior to the Participant's Employment Severance Date as defined in Section 3.03.

Section 5.04. Deferred Retirement Option Program (DROP).

(a) The following definitions shall apply for purposes of this Section:

(1) "Deferred Retirement Option Program" or "DROP" shall mean the program described in this Section 5.04.

(2) "DROP Participant" shall mean a Participant who elects the DROP benefit described in this Section 5.04.

(3) "DROP Entry Date" shall mean the date elected by the Participant as the first day of the Participant's DROP period.

(4) "DROP Frozen Benefit" shall mean a monthly pension benefit calculated under the provisions of this Plan payable in a life annuity commencing on the Participant's Normal Retirement Date or Early Retirement Date, whichever is applicable, and based on the Participant's Salary and years of Credited Service as of the Participant's DROP Entry Date. Note: For Participants who enter DROP in 2006, the Participant's Salary shall be based on the three (3) year average described in Section 2.01(h).

(5) "DROP Period" shall begin on the Participant's DROP Entry Date and shall end on the Participant's retirement date. The DROP Period shall not be longer than three (3) years and shall not extend beyond the date the Participant is credited with thirty-two (32) years of Credited Service.

(b) When a Participant has attained Normal Retirement Age, or is eligible for immediate payment of an unreduced benefit, he may irrevocably elect to enter the DROP. If the Participant does not elect the DROP on the date he is first eligible, he may elect to enter the DROP as of the first day of any subsequent month. In order to be valid, a Participant's DROP election must comply with all provisions of this Section and must be made in writing delivered to the Committee prior to the date when the Participant is first eligible to enter the DROP, which shall be the latest of (i) January 1, 2006 (effective date) or (ii) the date when the Participant has reached Normal Retirement Age, or is eligible for immediate payment of an unreduced benefit, but is not yet credited with thirty-two (32) years of Credited Service. A Participant may only make one (1) DROP election.

(c) From the date that a Participant enters the DROP thereby becoming a DROP Participant, the following consequences shall apply: (i) he will not be credited with any additional Credited Service after his DROP Entry Date, even if the Plan is amended to provide for recognition of more than thirty-two (32) years of Credited Service, (ii) no increases in Salary after his DROP Entry Date shall be recognized for purposes of calculating any benefit to which a DROP Participant may become entitled under other Sections of this Plan upon severing his employment, and (iii) no further employee contributions by the DROP Participant shall be required or permitted after the payroll period that ends immediately after his DROP Entry Date.

(d) This Section 5.04 provides for certain DROP benefits that may become payable in addition to the benefits payable under other provisions of the Plan upon the actual severance from employment by retirement at any time after the Participant has entered the DROP. Such a Participant's DROP benefit shall be equal to the accumulated amount of the DROP Frozen Benefit that would have been payable during the DROP Period if the Participant had, instead of entering DROP, elected to retire and had commenced to receive his DROP Frozen Benefit, for each month while he is a DROP Participant. Such amounts shall be accumulated with interest at an annual rate of three percent (3%) and are hereinafter sometimes referred to the "DROP Benefit Accumulation."

(e) In order to enter the DROP, an eligible Participant must submit the following irrevocable elections:

(1) a written election to participate in the DROP, specifying a future DROP Entry Date;

(2) a written election of a retirement date, which must be the last day of the DROP Period elected by the Participant; provided, that a Participant not precluded from voluntarily retiring as of an earlier date, nor is the Employer precluded from severing his employment in accordance with applicable laws; and

(3) a written election not to make any contributions under the Plan during any period of employment after the payroll period that ends immediately after the Participant's DROP Entry Date.

(f) Upon severance from employment at the end of the DROP Period, or upon severance from employment at any earlier time during the DROP Period, a DROP Participant shall be entitled to receive his DROP Benefit Accumulation, payable (as elected by the DROP Participant) in any of the following forms of payment:

(1) a lump sum of the DROP Benefit Accumulation;

(2) a direct rollover of the DROP Benefit Accumulation;

(3) an increase in the DROP Frozen Benefit that is Actuarially Equivalent to the DROP Benefit Accumulation as of the date of commencement of the DROP Frozen Benefit and payable in the same form as the DROP Frozen Benefit; or

(4) any combination of the foregoing.

Such DROP Benefit Accumulation shall be payable to the DROP Participant in addition to the DROP Frozen Benefit.

(g) If a Participant's employment with the Employer severs because of a disability (either in the line of duty or other than in the line of duty) after the Participant's DROP Entry Date and prior to the retirement date specified in the written election described in Section 5.04(e) benefits payable under this Plan shall be calculated as if the Participant had never entered the DROP. Credited Service and any salary increases for the period of time the Participant was in the DROP shall be credited to the Participant, and the Participant shall not be required to make up the required Participant contributions for such period.

(h) If the retirement date a Participant has specified in his DROP election form needs to be extended because of the voting or electoral process, the Participant's benefits from the Plan shall be calculated as if he had never entered the DROP. Furthermore, the Participant shall not be eligible to elect the DROP in the future. Such a Participant shall receive credit for a year of service earned while he was in the DROP, only if he makes up the required Participant contributions for such year within twelve (12) months of the date the Participant notifies the Employer that his retirement date needs to be extended.

(i) If during the DROP Period the Participant is on an unpaid non-military leave of absence, then the benefit payments that would have been added to the DROP Benefit Accumulation under Section 5.04(d) for the full months of the leave shall not be added to the DROP Benefit Accumulation. Benefit payments for any partial month of the leave shall be

added to the DROP Benefit Accumulation. However, if during the DROP Period the Participant is on a leave of absence that qualifies as a military leave under the Uniformed Services Employment and Reemployment Rights Act, then benefit payments shall be added to the DROP Benefit Accumulation without interruption as provided under Section 5.04(d). Neither a military leave of absence nor a non-military leave shall extend the DROP Period.

(j) If a participant dies from causes suffered in the line of duty after the Participant's DROP Entry Date and prior to the retirement date specified in the written election described in Section 5.04(e) benefits payable under this Plan shall be calculated as if the Participant had never entered the DROP. Credited Service and any salary increases for the period of time the Participant was in the DROP shall be credited to the Participant, and make up of the required contributions shall be required and shall be payable by reducing the death benefit.

ARTICLE VI

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit. The Normal Retirement Benefit shall be a monthly benefit determined as the total of (a) and (b) as follows:

(a) two and one-half percent (2-1/2%) of the Participant's Final Average Monthly Salary, plus one dollar (\$1.00); this sum multiplied by the Participant's years of Credited Service up to twenty (20) years; and

(b) an additional two percent (2%) of the Participant's Final Average Monthly Salary multiplied by the Participant's years of Credited Service in excess of twenty (20) years, if any, up to an additional twelve (12) years;

the total benefit under (a) and (b) above shall not exceed a maximum of seventy-four percent (74%) of his Final Average Monthly Salary plus twenty dollars (\$20.00).

A Participant who severs employment as of his Normal Retirement Date shall be entitled to receive his Normal Retirement Benefit commencing on his Normal Retirement Date and such Normal Retirement Benefit shall be payable monthly to him during his lifetime, with a final payment on the first day of the month in which he dies.

At the direction of the Committee, reasonable steps shall be taken to insure the accuracy of each benefit calculation under the Plan. However, if there is an overpayment of a benefit to a Participant or Beneficiary for any reason, it shall be the responsibility of the Participant or Beneficiary to repay the overpayment to the Trust Fund after notification. An overpayment may be corrected by a direct repayment by the Participant or the Beneficiary to the Trust Fund or by a reduction of future benefit payments from the Plan until the overpayment is repaid in full.

Section 6.02. Early Retirement Benefit.

(a) Early Retirement after at least twenty (20) years of Credited Service. The benefit to which a Participant shall be entitled upon his retirement prior to his Normal Retirement Date, having completed at least twenty (20) years of Credited Service, shall be an amount determined in accordance with the provisions of Section 6.01 multiplied by the applicable factor from Table I below:

TABLE I

<u>Age at Last Birthday Prior to Commencement of Early Retirement Benefit</u>	<u>Factor If Hired On/Before November 16, 1972</u>	<u>Factor If Hired After November 16, 1972</u>
40	49%	49%
41	53%	53%
42	57%	57%

43	61%	61%
44	65%	65%
45	N/A	70%
46	N/A	75%
47	N/A	80%
48	N/A	86%
49	N/A	93%
50 thru 54	N/A	N/A

(b) Early Retirement with less than twenty (20) years of Credited Service. The benefit to which a Participant shall be entitled upon his retirement prior to his Normal Retirement Date, having completed at least ten (10) years of Credited Service but less than twenty (20) years of Credited Service, shall be an amount determined in accordance with the provisions of Section 6.01 multiplied by the applicable factor from Table II below:

TABLE II

<u>Age at Last Birthday Prior to Commencement of Early Retirement Benefit</u>	<u>Factor</u>
30	18%
31	19%
32	20%
33	21%
34	23%
35	24%
36	26%
37	28%
38	30%
39	32%
40	34%
41	36%
42	39%
43	42%
44	45%
45	48%
46	52%
47	55%
48	59%
49	64%
50	69%
51	74%
52	80%
53	86%
54	93%

(c) The Early Retirement Benefit shall commence on the Participant's Early Retirement Date or the first day of any month following his Early Retirement Date, as the Participant elects, and shall be payable monthly to him during his lifetime with a final payment on the first day of the month in which he dies.

Section 6.03. Late Retirement Benefit. The Late Retirement Benefit shall be the amount of the Participant's benefit earned in accordance with the formula set forth in Section 6.01 with credit given for service subsequent to his Normal Retirement Date, provided that the thirty-two (32) year maximum as to Credited Service shall not be exceeded in computing the Late Retirement Benefit.

If the Participant retires subsequent to his Normal Retirement Date, the Late Retirement Benefit shall commence on the Participant's Late Retirement Date and shall be payable monthly to him during his lifetime, with a final payment on the first day of the month in which he dies.

Section 6.04. Prior Retirement Benefits. The amount of any monthly benefits being paid to a Pensioner from the Trust Fund or from any other source under the authority of this Plan prior to the Amended Plan shall continue to be paid at the level determined as of the Pensioner's date of retirement or other severance from employment.

Section 6.05. Payment of Benefits. No benefit shall be paid to a Participant while he remains in the employ of the Employer prior to his Employment Severance Date as defined in Section 3.03.

Section 6.06. Options. In lieu of the form of benefit payment specified in Sections 6.01, 6.02, and 6.03 above, the Participant may elect upon written notice to the Committee at any time prior to the commencement of his pension benefit to receive the Actuarial Equivalent of the respective benefit under one of the following options, payments to commence under these options at the same time as provided in Section 6.01, 6.02 or 6.03, whichever is applicable:

(a) A monthly pension during the Participant's lifetime in an adjusted level monthly amount with a guaranteed minimum number of payments equal to sixty (60), one hundred twenty (120), one hundred eighty (180), two hundred forty (240), three hundred (300) or three hundred sixty (360) as selected by the Participant.

(b) A monthly pension during the Participant's lifetime in an adjusted level monthly amount with provisions for continuing level monthly payments of a specified percentage equal to fifty percent (50%) or one hundred percent (100%), as selected by the Participant, of such adjusted monthly amount for the lifetime of the Participant's Beneficiary.

The percentage for any survivor annuity and the number of any guaranteed payments selected by the Participant under any Optional Form of Payment shall be limited at the date that benefits commence so that all the rules set forth in Section 6.09 regarding minimum required distribution and incidental death benefits are satisfied.

If a Pensioner dies before the total amount of monthly benefits received under (a) or (b) above exceeds his Net Amount of Contributions with interest to date of commencement of benefits, then the Pensioner's designated Beneficiary, if any, or his estate if there is no surviving designated Beneficiary shall be paid a lump sum equal to the difference between the Net Amount of Contributions with interest to date of commencement and the aggregate payments received.

Section 6.07. Cash Election. A Participant who has severed employment or retired shall be entitled to receive a lump sum payment which shall consist of his Net Amount of Contributions as of the date of severance with interest credited to date of severance, such lump sum to be payable to the Participant within sixty (60) days following his severance from employment. A Participant shall have the right to make an election under this Section 6.07 irrespective of the fact that he may be entitled to benefits under another Section of Article VI. A Participant making an election under this Section 6.07 shall waive his rights to any other benefits described in Sections 6.01 through 6.06.

Section 6.08. Limitations on Benefits.

(a) All benefits payable under this Plan shall be limited as required by Section 415 of the Internal Revenue Code; Section 415 and the applicable Treasury regulations under Section 415 are herein incorporated by reference and shall supersede any inconsistent provisions in the Plan. Benefit increases resulting from any increase in the limitations of Section 415(b) of the Internal Revenue Code shall be provided to all current and former Participants. The "Limitation Year" referred to in Section 415 of the Internal Revenue Code is the calendar year for this Plan.

(b) The aggregate annual benefit to which a Participant is entitled under all qualified defined benefit pension plans maintained by the Employer, payable as a straight life annuity for the Participant's life, or as an Equivalent Annual Benefit for a benefit payable in any other form, except to the extent otherwise specifically provided herein, shall not exceed the Defined Benefit Dollar Limitation, adjusted as required under subsection (c). For purposes of determining an Equivalent Annual Benefit, the survivor annuity portion of a benefit that is payable as a qualified joint and survivor annuity within the meaning of Section 417(b) of the Internal Revenue Code shall not be taken into account. The definitions of Defined Benefit Dollar Limitation and Equivalent Annual Benefit are as follows:

(1) **Defined Benefit Dollar Limitation.** The "Defined Benefit Dollar Limitation" is one hundred sixty thousand dollars (\$160,000), as adjusted, effective January 1 of each year under Section 415(d) of the Internal Revenue Code in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. The Defined Benefit Dollar Limitation shall be determined as of the date benefits commence, and no increase in benefits that have commenced shall be made as a result of cost-of-living increases in the dollar limitation which become effective after the date of commencement, unless the Plan is specifically amended to take such a subsequent increase into account. A limitation as adjusted under Section 415(d) of the Internal Revenue Code will

apply to the calendar year for which the adjustment applies, adjusted for years of participation less than ten (10).

(2) **Equivalent Annual Benefit.** For a form of payment other than a lump sum, the "Equivalent Annual Benefit" shall be the greater of (A) the equivalent annual amount of the straight life annuity payable to the Participant under the Plan computed using the interest rate and mortality table or tabular factor specified in the Plan for purposes of determining an Actuarially Equivalent benefit payable in the particular form of benefit or (B) the equivalent annual amount of the straight life annuity that has the same actuarial present value as the particular form of benefit, computed using a five percent (5%) interest rate assumption and the mortality table described in regulations under Internal Revenue Code Section 415 (which currently is the mortality table described in Treasury Regulation Section 1.417(e)-1(d)(2)).

If the Plan offers a lump sum option, then beginning January 1, 2006, the Equivalent Annual Benefit for a lump sum distribution shall be the greatest of the following: (A) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using the interest rate and mortality table specified by Section 417(e) of the Internal Revenue Code, (B) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable computed using a five and one-half percent (5-1/2%) interest rate and the mortality table described in regulations under Internal Revenue Code Section 415 (which currently is the mortality table described in Treasury Regulation Section 1.417(e)-1(d)(2)), or (C) the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable using the applicable interest rate and mortality table under Section 415 of the Internal Revenue Code divided by one and five-hundredths (1.05) (which are currently the applicable interest rate and mortality table specified in Treasury Regulation Section 1.417(e)-1(d)). For lump sum distributions which have annuity starting dates that occur in 2004 or 2005, except as provided in Section 101(d)(3) of the Pension Funding Equity Act of 2004, the Equivalent Annual Benefit is the greater of (A) the annual amount of the straight life annuity that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table or tabular factor specified in the Plan for Actuarially Equivalent benefits or (B) the equivalent annual amount of the straight life annuity that has the same actuarial present value as the particular form of benefit payable, computed using a five and one-half percent (5-1/2%) interest rate assumption and the mortality table specified in section 417(e) of the Internal Revenue Code.

(c) **Adjustment to the Defined Benefit Dollar Limitation** shall be as follows, except in the case of disability retirement benefits:

If the Participant has fewer than ten (10) years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, the numerator of which is the number

of years (or part thereof) of participation in the Plan and the denominator of which is ten (10). The portion of a year of participation is determined using the same method that is used to determine a fractional year of Credited Service.

Note: Since there is no late retirement factor, there is no increase factor applied to the Defined Benefit Dollar Limitation at age 65.

(d) Benefits for Participants whose benefits commenced prior to January 1, 2000, shall be limited to the extent necessary to comply with the combination of plans limit under Section 4.15(e) of the Internal Revenue Code.

Section 6.09. Age 70-1/2 and Other Distribution Rules. Distributions shall be made in accordance with Section 401(a)(9) of the Internal Revenue Code and Treasury Regulations 1.401(a)(9)-2 through 1.401(a)(9)-9, which are herein incorporated by reference. The incidental death benefit requirement of Section 401(a)(9)(G) is reflected in Section 6.09(c). The requirements of this Section 6.09 will take precedence over any inconsistent provisions of the Plan.

(a) **Time and Manner of Distribution.** Any form of payment must be designed at date of commencement so that it will comply with the rules of this Section when the Participant attains the age of seventy and one-half (70-1/2) years and thereafter. However, nothing in the Treasury regulations or the other provisions of this Section shall be interpreted to allow a Participant to change a form of payment once it has commenced or to provide a form of payment not otherwise available under the Plan (unless required to comply with Section 401(a)(9) of the Internal Revenue Code and the regulations thereunder). The applicable rules are as follows:

(1) **Distribution to a Living Participant:** Distribution to a living Participant must begin not later than the required beginning date. For purposes of this Section, "required beginning date" shall mean the later of April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2) or April 1 of the calendar year following the calendar year in which the Participant retires.

(2) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later. However, if the Plan provides a lump sum option to Beneficiaries, then payment of the death benefit shall comply with this Section if the benefit is paid in full not later than December 31

of the calendar year containing the fifth (5th) anniversary of the death of the Participant.

(B) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. However, if the Plan provides a lump sum option to Beneficiaries, then payment of the death benefit shall comply with this Section if the benefit is paid in full not later than December 31 of the calendar year containing the fifth (5th) anniversary of the death of the Participant.

(C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (a)(2), other than subparagraph (a)(2)(A), will apply as if the surviving spouse were the Participant.

(E) For purposes of this Section, if death benefits are to be paid to a Beneficiary who is a child until the child reaches the age of majority and then any remaining death benefits are to be paid to the Participant's surviving spouse, the amount of payments to the child shall be treated as if the payments were being made to the surviving spouse.

For purposes of this subsection (a)(2), distributions are considered to begin on the Participant's required beginning date (or, if Section 6.09 (a)(2)(D) applies, the date distributions are required to begin to the surviving spouse under Section 6.09 (a)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 6.09 (a)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

(b) Determination of Amount to be Distributed Each Year. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity shall satisfy the following requirements:

(1) the annuity distributions shall be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period shall be over a life (or lives) or over a period certain not longer than the period described in the table under Section 1.401(a)(9) of the Treasury Regulations;

(3) once payments have begun over a period certain, the period certain shall not be changed even if the period certain is shorter than the maximum permitted.

(c) Incidental Death Benefit Rule for Distributions that Commence During the Participant's Lifetime. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury Regulations.

Section 6.10. Direct Rollovers.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Definitions.

(1) An "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities). A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) An "Eligible Retirement Plan" means an (i) individual retirement account described in Sections 408(a) or 408A of the Internal Revenue Code, (ii) an individual retirement annuity described in Section 408(b) of the Internal Revenue

Code, (iii) an annuity plan described in Section 403(a) of the Internal Revenue Code, (iv) a qualified trust described in Section 401(a) of the Internal Revenue Code that accepts the Distributee's Eligible Rollover Distribution, (v) an annuity contract described in Section 403(b) of the Internal Revenue Code and (vi) an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. All definitions of "Eligible Retirement Plan" shall apply in the case of a distribution to a spouse or surviving spouse, or to a former spouse. Effective for distributions after December 31, 2007, definitions (i) and (ii) shall apply to a designated Beneficiary who is not the Participant's spouse.

(3) A "Distributee" includes: (i) an Employee, (ii) former Employee, (iii) the Employee or former Employee's surviving spouse, and (iv) effective for distributions after December 31, 2007, the Employee or former Employee's designated Beneficiary.

(4) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Payments to a designated Beneficiary who is not the Participant's spouse are not subject to Section 401(a)(31) of the Internal Revenue Code, but shall be subject to applicable withholding rules.

Section 6.11. Cost of Living Adjustments to Retirees.

A Participant who retired as of an Early Retirement Date, Normal Retirement Date or Late Retirement Date, who has attained age fifty-five (55) as of July 1 of the Calendar Year in which monthly benefits are increased (hereinafter the "payment Calendar Year"), and **who is receiving monthly retirement benefits from the Plan or monthly payments from an annuity contract purchased by the Plan for JULY OF THE PAYMENT CALENDAR YEAR** shall be eligible for a cost of living adjustment, as provided in this Section. Such cost of living adjustment shall not apply to any severance or disability benefits payable under Article VII. Such cost of living adjustment shall be applied until the Participant's death. However, any death benefit payable after retirement shall be based on the monthly benefit payable to the Participant for the month immediately preceding his date of death.

The cost of living adjustment for a payment Calendar Year shall be a percentage increase in the eligible retiree's monthly benefit that would have been paid during July of the payment Calendar Year (without regard to that year's increase). The percentage increase shall equal the percentage increase, if any, in the average of the Consumer Price Index (United States city average) prepared by the United States Department of Labor for the first three (3) months of the payment Calendar Year over the average for the same three (3) months of the preceding Calendar Year. However, the annual percentage increase shall not exceed two percent (2%).

The cost of living adjustment for a payment Calendar Year shall be effective in July of the payment Calendar Year through June of the next Calendar Year.

This Section shall be effective for Participants who retire prior to or on or after January 1, 1998, with the first cost of living adjustment paid as of July 1, 1998, until the Plan is amended to delete such Section.

Notwithstanding the foregoing, the cost of living adjustment described in this Section shall not apply to the DROP Benefit Accumulation at anytime and shall not apply to the DROP Frozen Benefit from the Participant's Drop Entry Date to his retirement date.

ARTICLE VII

SEVERANCE AND DISABILITY BENEFITS

Section 7.01. Severance Benefits. In the event of severance of a Participant's employment with the Employer for reasons other than death, retirement or disability, and after completion of less than ten (10) years of Credited Service, he shall be entitled to receive a lump sum payment which shall consist of his Net Amount of Contributions as of the date of severance with interest credited to such date of severance, such lump sum to be payable to the Participant within sixty (60) days following his severance from employment.

Section 7.02. Disability Benefits.

(a) **Disability Determination.** A Participant may be determined to be eligible for disability benefits by the Pension Board based upon medical evidence which is satisfactory to the Pension Board. In determining if a Participant is eligible for disability benefits under this Section, the Pension Board may accept medical evidence from a physician chosen by the disabled Participant or his legally appointed representative. If the Employer is able to offer an assignment within IMPD which can be performed by the Participant, in the opinion of the physician chosen by the disabled Participant or his legally appointed representative, the Pension Board shall find the Participant to be capable of continuing in employment, and, therefore, not eligible for disability.

(b) **Effect of a Determination of a Disability.** Any determination by the Pension Board, pursuant to subsection (a), as to a Participant's disability shall determine whether disability benefits under the Plan shall be paid. Pursuant to subsection (d), disability benefit payments under this plan shall continue until the earlier of a determination by the Pension Board under the Marion County Sheriff's Department Personnel Benefit Plan that the Participant is not disabled or the aggregate amount of monthly payments equals the Participant's Net Amount of Contributions with interest to the date of severance from employment. In determining the amount of the monthly disability payments under this Plan, the Pension Board shall also have the responsibility of determining whether or not disability was incurred in the line of duty. Payments of disability benefits under the Marion County Sheriff's Department Personnel Benefit Plan shall depend on the Pension Board's determination of disability under such plan.

(c) **Time of Commencement of Disability Benefits.** Disability benefits shall commence upon the cessation of salary payments by the Employer. A Participant's salary may be continued during the Participant's disability in accordance with the established policy of the Employer. If the Participant's salary has been continued on this basis, disability benefits described under this Plan shall commence when his continued salary payments have ceased. Under no circumstances shall there be an over-lapping of, or a gap between, payment of salary and payment of disability benefits. If there is a gap between payment of salary and payment of disability benefits because of administrative delay, disability payments will be made retroactive to the date when salary payments terminated. If continued salary payments have ceased prior to the determination by the Pension Board as to eligibility for disability under subsection (a) above, then the benefit described in subsection (d) below shall commence as if the Participant were determined to be disabled, and shall continue until the earlier of (i) a determination by the

Pension Board under either subsection (a) of this Plan or under the Marion County Sheriff's Department Personnel Benefit Plan that the Participant is not disabled or (ii) the aggregate amount of monthly payments equals the Participant's Net Amount of Contributions with interest to the date of severance from employment.

(d) Amount and Duration of Disability Benefits. The amount of the disability benefits payable under this Plan shall be determined in accordance with the applicable provision of Article VI as though the Participant had retired immediately prior to his date of disability assuming a number of years of Credited Service as described herein and assuming he commenced his benefit after age fifty (50) with such pension payable monthly. For a Participant whose disability was not incurred in the line of duty, it shall be assumed he had the greater of twenty (20) years of Credited Service or his actual Years of Credited Service as of the date of his disability. For a Participant whose disability was incurred in the line of duty, it shall be assumed he had the thirty-two (32) years of Credited Service. The disability benefits payable under this plan shall continue until the earlier of (i) a determination by the Pension Board under either subsection (a) of this Plan or under the Marion County Sheriff's Department Personnel Benefit Plan that the Participant is not disabled or (ii) the aggregate amount of monthly payments equals the Participant's Net Amount of Contributions with interest to the date of severance from employment.

(e) Recovery. Disability benefits shall cease upon recovery. The Pension Board shall have the right to request medical evidence from time to time to ascertain whether the Participant has recovered from disability. If the Pension Board has reason to believe that the Participant may have recovered from disability, the Pension Board may request a review. Upon the receipt of such a request, the Pension Board shall make a determination based on a process similar to that described in Section 7.02(a). If the Employer has offered the Participant an assignment within IMPD at a salary no less than his salary at the time of disability, the Pension Board shall review the disability and may find that the Participant has recovered based upon medical evidence as described in Section 7.02(a).

(f) Partial Recovery. If the Participant continues to be eligible for disability under subsection (a) of this Plan or under the Marion County Sheriff's Department Personnel Benefit Plan and the Employer is not able to offer an assignment within IMPD which can be performed by the Participant, in the opinion of the physician chosen by the disabled Participant or his legally appointed representative, then if the Participant is gainfully employed outside IMPD, his disability benefits from the Plan shall continue without interruption and without reduction.

(g) Full Credit for Reemployed Participant Without Offset for Disability Benefits. In the event that a Participant, who has received or is still receiving disability payments, recovers and returns to the active employ of the Employer, he shall receive full credit for any service prior to becoming disabled and any subsequent benefit payable under the terms of the Plan shall not be reduced to reflect any disability benefits received under this Plan or any benefits received by the Participant under the provisions the Marion County Sheriff's Department Personnel Benefit Plan.

(h) Prior Disability Benefits. The amount of any monthly disability benefits being paid to the Participant from the Trust Fund or from any other source under the authority of this Plan prior to the Amended Date shall continue to be paid at the level and for the period determined as of the Pension's date of disability retirement.

(i) Supplementary Nature of Disability Benefits. The disability benefit payable under this Section 7.02 is in addition to the disability benefit provided to any Participant under the Marion County Sheriff's Department Personnel Benefit Plan.

ARTICLE VIII

DEATH BENEFITS

Section 8.01. Benefits Payable Upon Death of Participant Not Suffered In Line of Duty. In the event a Participant dies prior to the commencement of any benefit from this Plan, a death benefit shall be payable in accordance with subsections (a), (b), and (c) as follows:

(a) If a Participant dies prior to age thirty (30) or prior to ten (10) years of service, his designated Beneficiary shall be entitled to receive a death benefit which shall be a lump sum equal to his net amount of contributions at time of death.

(b) In the event of the death of a Participant who has attained age thirty (30) and is credited with at least ten (10) years of service from causes not suffered in line of duty, prior to his severance from employment or after his retirement and prior to his commencement of benefits, his Beneficiary shall receive benefits equal to the Commuted Value of the monthly benefit determined in accordance with the appropriate Sections of Article VI, as though the Participant had severed employment immediately prior to his date of death.

Such Commuted Value shall be payable to the Participant's Beneficiary in one of the following forms to be elected by the Beneficiary:

(1) A monthly income in an amount equal to the monthly benefit that would be payable to the Participant determined in accordance with the appropriate Sections of Article VI as though the Participant had retired immediately prior to his date of death and commenced his benefit thereunder, payable until the Commuted Value of the benefit described above in this Section 8.01 is exhausted. This monthly income shall commence on the first day of the month following the date of the Participant's death; or

(2) An annuity payable for the life of the Beneficiary Actuarially Equivalent to the Commuted Value of the benefit described above in this Section 8.01. This monthly income shall commence on the first day of the month following the date of the Participant's death. The death benefit payments shall cease upon the death of the Beneficiary.

(c) For a DROP Participant, the foregoing provisions of this Section shall apply to any death benefit payable for the DROP Frozen Benefit. The DROP Benefit Accumulation shall be paid to the Participant's surviving spouse in a lump sum. If there is no surviving spouse, the DROP Benefit Accumulation shall be paid in a lump sum that is divided equally among the Participant's surviving children. If there are no surviving children, the DROP Benefit Accumulation shall be paid in a lump sum that is divided equally between the Participant's parents. If there are no surviving parents, the DROP Benefit Accumulation shall be paid in a lump sum to the Participant's estate.

Section 8.02. Benefits Payable Upon Death of Participant Suffered in the Line of Duty. In the event of the death of the Participant from causes suffered in the line of duty, the Participant's designated Beneficiary shall receive an amount equal to the Commuted Value of the benefit determined in accordance with the provisions of Section 6.01 to which the deceased Participant would have been entitled had he retired immediately prior to his death with thirty-two (32) years of Credited Service and had he attained his fiftieth (50th) birthday, irrespective of his actual age at death. Such Commuted Value shall be payable to the Participant's Beneficiary in one of the following forms to be elected by the Beneficiary:

(1) A monthly income, in an amount equal to the monthly benefit that would be payable to the Participant determined in accordance with Section 6.01, but based on the assumptions of this Section 8.02 regarding service and age, as though the Participant has retired immediately prior to his date of death and commenced his benefit thereunder, payable until the Commuted Value of the benefit described above in this Section 8.02 is exhausted. This monthly income shall commence on the first day of the month following the date of the Participant's death; or

(2) An annuity payable for the life of the Beneficiary Actuarially Equivalent to the Commuted Value of the benefit described above in this Section 8.02. This monthly income shall commence on the first day of the month following the date of the Participant's death. The death benefit payments shall cease upon the death of the Beneficiary.

Section 8.03. Optional Election of Death Benefit. A Participant shall have the right to elect that the form of benefit payments under Section 8.01 or 8.02 above may be payable in a lump sum to the Participant's designated Beneficiary on the first day of the month following the Participant's date of death. The amount of such lump sum shall be the Commuted Value of the benefit described in Section 8.01 or 8.02 above, whichever applies. A Participant shall have the right to make this election by written notification to the Committee at any time prior to his date of death and may revoke or reinstate such election upon further written notice during his lifetime. If no election is made prior to death, the benefits may only be paid as in Section 8.01 or 8.02 above.

If no Beneficiary designation was in effect and if the application of Section 8.01 or 8.02 herein gives rise to entitlement to the Participant's estate, the estate shall receive a lump sum distribution of the Commuted Value at the date of death within sixty (60) days following the receipt of notice of death of the Participant. If a Beneficiary commences receipt of a monthly death benefit and dies before receipt of all the monthly payments to which the Beneficiary is entitled the Beneficiary's estate, the estate shall receive a lump sum distribution of the Commuted Value at the date of death of the Participant.

Section 8.04. Benefits Payable Upon the Death of a Participant Disabled From Causes Not Suffered in the Line of Duty. Upon the death of a disabled Participant, whose disability resulted from causes not suffered in the line of duty and who does not recover and return to the active employ of the Employer, his designated Beneficiary shall be entitled to a Death Benefit in a total amount equal to the Commuted Value of the benefit payable in

accordance with Section 8.01 above, on the assumption that the Participant had died immediately prior to the date the Participant became disabled, less the total amount of any disability benefits (including any cost of living adjustments) paid to the Participant during his period of disability from this Plan or from the Sheriff's Benefits Plan maintained by the Employer. This Death Benefit shall be payable, at the Participant's option, as a lump sum payment or in equal monthly installments.

Section 8.05. Benefits Payable Upon the Death of a Participant Disabled From Causes Suffered in the Line of Duty. Upon the death of a disabled Participant whose disability resulted from causes suffered in the line of duty and who does not recover and return to the active employ of the Employer, his designated Beneficiary shall be entitled to a Death Benefit in a total amount equal to the benefit payable in accordance with Section 8.02 above, on the assumption that the Participant dies immediately prior to the date the Participant became disabled, less the total amount of any disability benefits (including any cost of living adjustments) paid to the Participant during his period of disability from this Plan or from the Marion County Sheriff's Department Personnel Benefit Plan. This Death Benefit shall be payable, at the Participant's option, as a lump sum payment or in equal monthly installments.

Section 8.06. Limitations for Participants Hired On or After March 12, 1997. A Participant may name any Beneficiary to receive the net amount of his contributions payable under Section 8.01(a). However, for a married Participant whose original date of employment with the Employer is on or after March 12, 1997 only the Participant's surviving spouse may be his Beneficiary for the death benefit paid pursuant to Section 8.01(b), Section 8.02, Section 8.04 or Section 8.05. Any dependent child(ren) under the age of eighteen (18) may be named as contingent Beneficiary(ies), who will be paid any remaining benefit in the event of the surviving spouse's death. For an unmarried Participant whose original date of employment with the Employer is on or after March 12, 1997, only the Participant's dependent child(ren) under the age of eighteen (18) may be named as his Beneficiary(ies) for the death benefit paid pursuant to Section 8.01(b), Section 8.02, Section 8.04 or Section 8.05. Payments to a dependent child Beneficiary shall cease when the child attains the age of eighteen (18) or the death benefit is paid in total, whichever occurs first.

ARTICLE IX

ADMINISTRATION

Section 9.01. Committee. This Plan shall be administered by a Committee which shall mean the Marion County Sheriff's Department Pension Board, which shall be composed of the Sheriff as Chairman, with two (2) additional members from IMPD who are Participants in the Plan, one (1) additional member from the Merit Board and one (1) additional member from the tax-paying citizens who shall be appointed by the Sheriff. The members of the Board who are members of IMPD shall be elected by secret vote of the Participants at a time established and under rules set by the Committee.

Section 9.02. Application for Benefits. Unless the Committee directs otherwise, the routine processing of benefits shall be approved by the Sheriff or the person he designates. However, in the event of a dispute regarding a benefit, a Participant shall file a written claim with the Committee prior to commencement of his benefit describing the benefit to which he believes he is entitled. Upon receipt of written notice of any claim, the Committee shall determine the benefits, if any, payable to the claimant. The Committee shall communicate in writing to the claimant the benefits, if any, so determined not later than ninety (90) days after the date the Committee receives the application or other written notice of claim. If special circumstances require, the ninety (90) day period set forth in the preceding sentence may be extended up to a period of ninety (90) additional days, provided the Committee furnishes the claimant a written notice of the extension, prior to the expiration of the initial ninety (90) day period, specifying the circumstances requiring the extension and the date by which the Committee expects to determine the benefits payable, if any. Disputed benefits shall be paid under this Plan only if the Committee decides in its reasonable discretion that the applicant is entitled to them. If the committee fails to render its decision within the applicable time period, the claim shall be deemed to have been denied.

Section 9.03. Powers of the Committee. The Committee may adopt such rules governing its action, appoint such officers, and employ such agents, attorneys, actuaries, and clerical assistants as it may deem necessary. The Committee shall have the power to change from time to time all rules, regulations, and actuarial procedures and tables required in the administration of the Plan, and shall have such powers as may be necessary to discharge its duties hereunder including, but not by way of limitations, the power to interpret and construe the Plan, to determine all questions of eligibility and of the status and rights of Participants, their Beneficiaries and others hereunder, to commute payments, and to decide any disputes arising hereunder.

The decision of the Committee upon all matters within its power shall be conclusive and binding upon all parties concerned, provided that 1) all persons under similar circumstances shall be treated alike, 2) the Committee's construction is reasonable and made in good faith, and 3) all of the Committee's decision shall be subject to the approval of the Sheriff's Department.

Section 9.04. Authorization to Trustee. The Committee shall authorize the Trustee to make the necessary payments to any Participant, insurance company or Beneficiary, and to pay the necessary expenses of the administration of the Plan.

ARTICLE X

FUNDING THE PLAN

Section 10.01. Sheriff's Department Contributions. The Sheriff's Department intends to contribute to the Plan each year such amounts as may be required to operate the Plan on a sound actuarial basis including the expenses in connection with the operation and administration of the Plan. In order to determine the amounts required for this purpose, the Sheriff's Department shall engage the services of an Actuary. Contributions by the Committee shall be provided in the general appropriation to the Sheriff's Department by the City-County Council.

Any forfeitures arising under this Plan must not be applied to increase the benefits that any Participant would otherwise receive under the terms of this Plan. Any such forfeitures shall be applied as soon as possible to reduce Sheriff's Department contributions under this Plan.

Section 10.02. Participant Contributions. Effective January 1, 2002, each Participant shall be required to contribute an amount equal to four and one quarter percent (4.25%) of his base pay, plus longevity. Money so contributed shall be deducted from each pay check of the Participant and transferred by the Employer to the Trustee to become part of the Trust Fund as described herein. In the event of a Participant's separation from service with the Employer, for whatever reason, such Participant may elect to be paid a lump sum equal to his Net Amount of Contributions. In the event a Participant elects such lump sum payment, there shall be no further liability under the terms of this Plan for such Participant's service occurring prior to such date of separation from service.

Employee contributions required under this Section may be picked-up under Section 414(h) of the Internal Revenue Code of 1986, as amended.

Section 10.03. Trustee. The contributions shall be deposited with the Trustee to provide the benefits and to pay the expenses of the administration of the Plan. The Trustee shall have such powers and duties as stated in the Trust Agreement.

Section 10.04. Nondiversion and Exclusive Benefit.

(a) Prior to the satisfaction of all liabilities for expenses and benefits under the Plan, except as provided in subsection (b) no part of the corpus or of the income of the Trust Fund shall be used for or diverted to any purpose not for the exclusive benefit of Participants, their Beneficiaries, and retired Participants and their Beneficiaries. The right to any interest in the Trust Fund, or any part of the corpus, or income, or assets thereof is limited for any Participant, his Beneficiary, or any other person to the extent expressly provided in the Plan.

(b) A former Participant, other than a former Sheriff as described below, who terminated employment as a result of a disability described in Section 7.02 or after satisfying the age requirement for normal retirement may elect to have the Trustee pay a portion of his

disability benefit or Normal Retirement Benefit to an insurance provider for payment of a premium on a policy of insurance for accident coverage, health coverage, or qualified long-term care coverage (as defined in Section 7702B(b) of the Internal Revenue Code). Such insurance policy may only benefit the Participant, his spouse, or his dependents as defined in Section 152 of the Internal Revenue Code. Payment of premiums under this subsection (b) is limited to insurance programs sponsored by the Employer. The Participant's distribution from this Plan shall be reduced by the amount of the premium, and the premium shall be paid directly to the provider of the accident or health plan or qualified long-term care insurance contract. This subsection (b) shall not apply to any former Participant who held the office of Sheriff.

ARTICLE XI

AMENDMENT AND TERMINATION

Section 11.01. Amendment. The Sheriff's Department reserves the right to amend this Plan by appropriate action. A retroactive amendment may not reduce or diminish any benefits to the extent protected by Indiana law.

Section 11.02. Suspension or Termination of the Plan. The Sheriff's Department reserves the right to terminate this Plan at any time by appropriate action. As of the termination or partial termination of the Plan for whatever reason, the rights of all affected Participants to benefits accrued under the Plan to the date of such termination shall be nonforfeitable to the extent then funded.

The temporary suspension of Sheriff's Department contributions to the Plan shall not act as a discontinuance of such contributions during such time as the following two conditions are met: (1) the benefits to be paid or made available under the Plan are not affected at any time by the suspension, and (2) the unfunded past service cost at any time (including any unfunded prior normal cost and unfunded interest on any unfunded cost) does not exceed the unfunded past service cost as of the date of establishment of the Plan, plus any additional past service or supplemental cost added by amendment.

If any suspension of Sheriff's Department contributions to the Plan shall not be followed by the resumption thereof, the date of termination shall be deemed, for purposes of determining the rights of the Participants, to be the date when this suspension first became effective. As of such date of termination, all rights of the Participants under the Plan shall be nonforfeitable to the extent then funded.

Notwithstanding the foregoing provisions of this Section 11.02, in the event that the Sheriff's Department shall fail to make the minimum contribution determined by the Actuary to prevent deterioration in the actuarial status of the Trust Fund for three (3) consecutive years, the Plan shall terminate and the Trust Fund shall terminate and be liquidated in accordance with the following Section 11.03.

Section 11.03. Effect of Termination. Upon termination of the Plan, all expenses in connection with the Trust shall be paid, and thereafter the assets of the Trust Fund shall be allocated in the following order of priorities:

- (a) To all pensioners an amount proportionate to but not in excess of that amount sufficient to continue their pension for the remainder of their lives.
- (b) To all Participants an amount equal to their Net Amount of Contributions as determined on the date of termination of the Plan.

(c) The remaining funds, if any, to be distributed on a prorata basis to all Participants in proportion to the total Net Amount of Contributions for each Participant.

After the Trustee has received a determination letter from the Internal Revenue Service approving the allocations under this Section, the Committee shall determine the method in which the amount allocated to each party shall be paid from the Trust Fund.

ARTICLE XII

LIABILITIES

Section 12.01. Liabilities. Payment of benefits hereunder shall be made solely from the Trust Fund. The Sheriff's Department, the Merit Board, Pension Board, Committee or the City-County Council shall not be liable for the payment of any benefits to a Participant, his designated Beneficiary, or any other person.

Neither the Sheriff's Department nor any of its employees shall be liable for the payment of any benefit to a Participant or his designated Beneficiary or any other person, for the payment of any contributions to the Plan or Trust, or for any action taken or not taken by the Committee or agents appointed by the Committee in connection with the administration of this Plan.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.01. Limitation of Rights and Obligations. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefit shall be construed as giving to any Participant, his designated Beneficiary, or other person any legal or equitable right against the Sheriff's Department or any Employee thereof, the Committee, Merit Board, Pension Board, the City-County Council, or the Trustee. All Participants shall be subject to discharge to the same extent that they would have been if this Plan had never been adopted.

Section 13.02. Restriction Against Claims and Assignments. In accordance with the applicable state laws except as provided in Section 10.04, none of the benefits or rights of any Participant or any Beneficiary hereunder shall be subject to the claim of any creditor of any such person nor subject to attachment or garnishment or any other legal process by any such creditor, nor shall any Participant or Beneficiary have the right to assign, encumber, pledge, transfer, or in any way anticipate any of his or her benefits or rights hereunder.


Section 13.03. Internal Revenue Service. In the event that within a reasonable time after submission, the Internal Revenue Service shall fail or refuse to approve the restated Plan, the Employer may amend the Plan to the extent necessary to secure such approval, or may withdraw such request for approval. If the restated Plan does not receive approval from the Internal Revenue Service, this restated Plan shall be null and void, and the Plan shall continue to be administered and held in accordance with the provisions of the Plan in effect prior to the adoption of such restatement.

ARTICLE XIV

Section 14.01. Top-Heavy Rules Not Applicable to Government Plans. The rules contained in Section 416 of the Internal Revenue Code regarding top-heavy rules are inapplicable to this Plan because it is maintained by a government entity and none of its Participants can ever be "key employees" within the meaning of Section 416 of the Internal Revenue Code.

IN WITNESS of its adoption of the foregoing Plan, the Employer has caused its name to be hereunto subscribed by its authorized officer on this 2 day of December, 2009.

MARION COUNTY SHERIFF'S DEPARTMENT

By 

Approved and ratified at a meeting of the Marion County Sheriff's Department Pension Board on the 2 day of December, 2009.

MARION COUNTY SHERIFF'S DEPARTMENT
PENSION BOARD

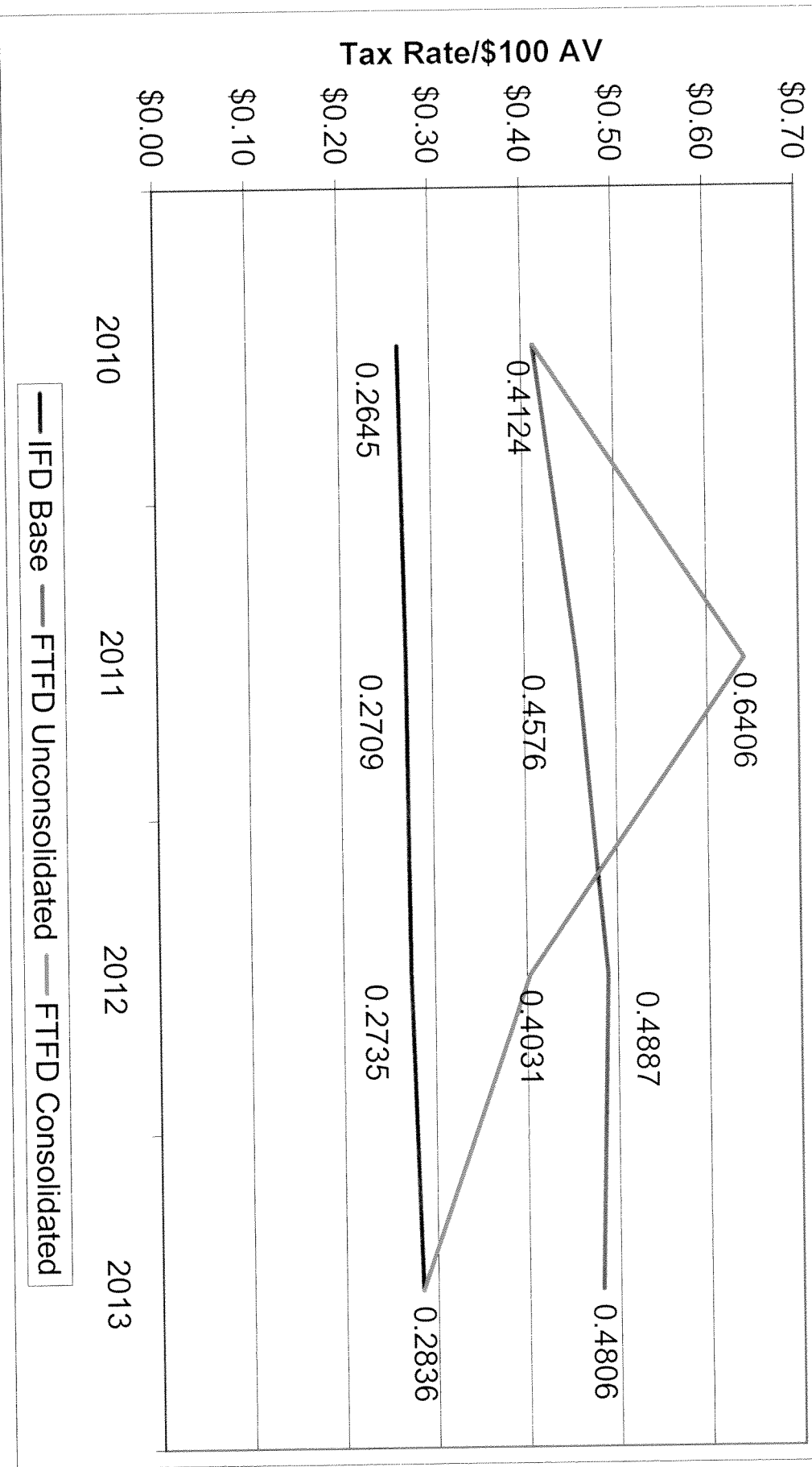
By 

Approved and ratified at a meeting of the City-County Council of Indianapolis-Marion County on the _____ day of _____, _____.

CITY – COUNTY COUNCIL OF
INDIANAPOLIS-MARION COUNTY

By _____

FRANKLIN TOWNSHIP PROJECTED TAX RATES - WITH AND WITHOUT CONSOLIDATION



MOTION TO AMEND
Proposal No. 43, 2010

Mr. Chairman:

I respectfully move to amend Proposal No. 43, 2010 by (a) the addition of a new "SECTION 21" in the words and figures as follows below, and (b) renumbering the current SECTIONS 21, 22 and 23 as SECTIONS 22, 23 and 24, respectively.

Councillor

SECTION 21. Section 111-3 of the "Revised Code of the Consolidated City and County" regarding the territory of the fire special service district, as the same was previously amended by G. O. No. 106, 2009, hereby is amended by the deletion of the language that is stricken-through, and by the addition of the language that is underscored, to read as follows:

Sec. 111-3. Fire special service district.

The fire special service district shall include and be composed of the territory within the geographic boundaries described as follows.

(a) *Pike Township*: Part of Pike Township, Marion County, Indiana, described by the following 61 courses: Beginning at the intersection of the south line of the southeast quarter of section 14, township 16 north, range 2 east, second principal meridian with the southerly extension of the westerly right-of-way line of Interstate Highway 465:

- (1) Thence northerly along said southerly extension of the west right-of-way line and along said west right-of-way line to the north right-of-way line of west 46th Street;
- (2) Thence east along the north right-of-way line of west 46th Street to the east right-of-way line of High School Road;
- (3) Thence south along the east right-of-way line of High School Road to a point 735 feet south of the north line of the northwest quarter of section 13, township 16 north, range 2 east;
- (4) Thence east, parallel with the north line of the northwest quarter of section 13 to a point 467.5 feet east of the west line of the northwest quarter of section 13;
- (5) Thence north parallel with the west line of the northwest quarter of section 13 a distance of 400 feet;

- (6) Thence east parallel with the north line of the northwest quarter of section 13 a distance of 863.86 feet to the west line of the east half of the northwest quarter of section 13;
- (7) Thence north along the west line of the east half of the northwest quarter of section 13 a distance of 50 feet to a point 285 feet south of the northwest corner of said half-quarter section;
- (8) Thence east parallel with the north line of the east half of the northwest quarter of section 13 a distance of 120 feet;
- (9) Thence north parallel with the west line of the east half of the northwest quarter of section 13 a distance of 300 feet, more or less, to the north right-of-way line of west 46th Street;
- (10) Thence east along the north right-of-way line of west 46th Street a distance of 599 feet to a point 610.5 feet west of the east line of the northwest quarter of section 13;
- (11) Thence south parallel with and 610.5 feet west of the east line of the northwest quarter of section 13, a distance of 2431.02 feet to a point 241 feet north of the south line of said northwest quarter;
- (12) Thence west parallel with the south line of the northwest quarter of section 13 a distance or 1822.70 feet to a point 221.49 feet east of the west line of said northwest quarter;
- (13) Thence north parallel with the west line of the northwest quarter of section 13 a distance of 131 feet;
- (14) Thence west parallel with the south line of section 13 a distance of 171.49 feet to a point on the east right-of-way line of High School Road;
- (15) Thence south along the east right-of-way line of High School Road a distance of 372 feet to a point on the south line of the northwest quarter of section 13;
- (16) Thence east along the south line of the northwest quarter and along the south line of the northeast quarter of section 13 to a point 879.8 feet east of the west line of the southeast quarter of section 13;
- (17) Thence south parallel with the west line of the southeast quarter of section 13 to a point 661.03 feet north of the south line of the southeast quarter of section 13;
- (18) Thence east parallel with the south line of the southeast quarter of section 13 to the west line of the east half of said southeast quarter;
- (19) Thence bearing north 00 degrees 04 minutes 16 seconds east along the west line of the east half of the southeast quarter of section 13 a distance of 223.97 feet;
- (20) Thence north 89 degrees 43 minutes 42 seconds east a distance of 400 feet;
- (21) Thence north 00 degrees 04 minutes 16 seconds east a distance of 415 feet;
- (22) Thence south 89 degrees 43 minutes 42 seconds west a distance of 400 feet to the west line of the east half of the southeast quarter of section 13;
- (23) Thence north 00 degrees 04 minutes 16 seconds east along the west line of the east half of the southeast quarter of section 13 a distance of 1368.75 feet to the northwest corner of the east half of the southeast quarter of section 13;
- (24) Thence north 00 degrees 00 minutes 00 seconds east along the west line of the east half of the northeast quarter of section 13 a distance of 2421.28 feet;

- (25)Thence north 89 degrees 41 minutes 51 seconds east parallel with the north line of the northeast quarter of section 13 a distance of 354.75 feet;
- (26)Thence north 00 degrees 00 minutes 00 seconds east a distance of 47.5 feet;
- (27)Thence north 89 degrees 41 minutes 51 seconds east a distance of 100 feet;
- (28)Thence south 00 degrees 00 minutes 00 seconds east a distance of 100 feet;
- (29)Thence north 89 degrees 41 minutes 51 seconds east a distance of 272.57 feet;
- (30)Thence south 00 degrees 27 minutes 50 seconds west a distance of 58.027 feet;
- (31)Thence north 89 degrees 41 minutes 51 seconds east a distance of 109.4 feet;
- (32)Thence north 00 degrees 00 minutes 00 seconds east a distance of 358 feet to the north line of the northeast quarter of section 13;
- (33)Thence north 89 degrees 41 minutes 51 seconds east along the north line of the northeast quarter of section 13 a distance of 486.48 feet to the northeast corner of section 13;
- (34)Thence south 00 degrees 03 minutes 00 seconds east along the east line of section 13 a distance of 768.367 feet;
- (35)Thence north 89 degrees 35 minutes 34 seconds east a distance of 233 feet;
- (36)Thence north 00 degrees 03 minutes 00 seconds west a distance of 70.9 feet;
- (37)Thence north 89 degrees 35 minutes 34 seconds east a distance of 543.5 feet;
- (38)Thence north 82 degrees 28 minutes 10 seconds east a distance of 101.21 feet;
- (39)Thence north 54 degrees 25 minutes 09 seconds east a distance of 251.78 feet to the southwesterly right-of-way line of Lafayette Road (US 52);
- (40)Thence south 35 degrees 34 minutes 51 seconds east along the southwesterly right-of-way line of Lafayette Road a distance of 195 feet;
- (41)Thence south 54 degrees 25 minutes 09 seconds west a distance of 251.78 feet;
- (42)Thence south 35 degrees 34 minutes 51 seconds east a distance of 33.96 feet;
- (43)Thence south 00 degrees 03 minutes 00 seconds east a distance of 170 feet;
- (44)Thence north 89 degrees 35 minutes 34 seconds east a distance of 284.25 feet;
- (45)Thence south 00 degrees 03 minutes 00 seconds east a distance of 1630.6 feet to the north line of the southwest quarter of section 18, township 16 north, range 3 east;
- (46)Thence north 89 degrees 35 minutes 34 seconds east along the north line of the southwest quarter of section 18 a distance of 580.748 feet to a northeast corner of said southwest quarter;
- (47)Thence south 89 degrees 32 minutes 04 seconds east along the north line of the southeast quarter of section 18 a distance of 432.5 feet;

- (48)Thence north 00 degrees 03 minutes 00 seconds west a distance of 376.99 feet to the southwesterly right-of-way line of Lafayette Road;
- (49)Thence south 34 degrees 59 minutes 48 seconds east along the southwesterly right-of-way line of Lafayette Road a distance of 462.83 feet to the north line of the southeast quarter of section 18;
- (50)Thence east along the north line of the southeast quarter of section 18 to a point on the old center line of Lafayette Road;
- (51)Thence north 23 degrees 59 minutes west (basis of bearings is north line of west half of the southeast quarter of section 18 = north 90 degrees 00 minutes east) along the old center line of Lafayette Road a distance of 143 feet, more or less, to a point on the northeasterly right-of-way line of the present Lafayette Road;
- (52)Thence continuing north 23 degrees 59 minutes west along the old center line of Lafayette Road a distance of 397.15 feet;
- (53)Thence north 88 degrees 17 minutes east along an old fence line 763.05 feet to the east line of the west half of the northeast quarter of section 18;
- (54)Thence south 00 degrees 27 minutes west along the east line of the west half of the northeast quarter of section 18 a distance of 516.52 feet to the southeast corner of said half-quarter section;
- (55)Thence east along the north line of the southeast quarter of section 18, a distance of 1320 feet, more or less, to the northwest corner of the southwest quarter of section 17, township 16 north, range 3 east;
- (56)Thence east on the north line of the southwest quarter of section 17 a distance of 2500 feet, more or less, to a point on the west right-of-way line of the former Cleveland, Cincinnati, Chicago and St. Louis Railroad;
- (57)Thence south along the west right-of-way line of the Cleveland, Cincinnati, Chicago and St. Louis Railroad to a point on the north right-of-way line of west 38th Street;
- (58)Thence east along the north right-of-way line of west 38th Street to the east line of the southeast quarter of section 17;
- (59)Thence south along the east line of the southeast quarter of section 17 to the southeast corner of said southeast quarter;
- (60)Thence west along the south line of sections 17 and 18, township 16 north, range 3 east to the southwest corner of the southwest quarter of said section 18 (said corner also being the southeast corner of the southeast quarter of section 13, township 16 north, range 2 east);
- (61)Thence west along the south line of sections 13 and 14, township 16 north, range 2 east, to the point of beginning.

Also, the following 8 parcels (numbered 1 through 8):

- (1) Part of the east half of the northwest quarter, section 29, township 17 north, range 3 east, described as follows: Beginning at the northwest corner of said half- quarter section, thence east along the north line thereof a distance of 465.3 feet to the center line of Michigan Road (also known as US Highway 421); thence deflecting right 70 degrees 41 minutes 30 seconds along the center line of said road a distance of 1060 feet to the point of beginning, thence continuing southeasterly along said center line a distance of 137.85 feet; thence deflecting 00 degrees 09 minutes 20 seconds and continuing southeasterly along said center line a distance of 764.9 feet

to the north line of Augusta, Marion County, Indiana; thence deflecting right 90 degrees along the north line of lots 55, 50 and 49 of Augusta a distance of 467.2 feet; thence deflecting right 19 degrees 13 minutes 15 seconds a distance of 94.26 feet; thence deflecting right 70 degrees 56 minutes 30 seconds parallel with the center line of the abandoned Traction right-of-way a distance of 168.53 feet; thence deflecting left 83 degrees 40 minutes a distance of 30.18 feet to the east line of the abandoned Traction right-of-way; thence deflecting right 83 degrees 40 minutes along said east line a distance of 701.27 feet; thence deflecting right 89 degrees 59 minutes 30 seconds a distance of 584.03 feet to the point of beginning; containing 12 acres, more or less, subject to all legal highways or rights-of-way.

- (2) Part of the southeast quarter of section 29, township 17 north, range 3 east, in Marion County described as follows: Beginning at a point in the center line of Michigan Road as now located and established, said point being north 19 degrees 59 minutes west a distance of 2040 feet measured along the center of said road from its intersection with the south line of said quarter section; thence north 19 degrees 59 minutes west a distance of 103.29 feet; thence north 84 degrees 31 minutes east a distance of 279 feet, thence south 5 degrees 29 minutes east a distance of 100 feet; thence south 84 degrees 31 minutes west a distance of 254.09 feet to the point of beginning, containing 0.58 acre, more or less.
- (3) Part of the west half of the southeast quarter of section 29, township 17 north, range 3 east, in Marion County, Indiana, described as follows: Commencing at the southwest corner of lot 82, in the Town of Augusta; thence southeasterly along the east line of Michigan Road a distance of 100 feet to the point of beginning; thence continuing southeasterly along said east line a distance of 99.2 feet; thence deflecting left 75 degrees 30 minutes a distance of 324.3 feet, more or less, to the east line of Parallel Street extended in said Town of Augusta; thence deflecting left 104 degrees 30 minutes along said east line a distance of 122.1 feet; thence deflecting left 80 degrees 04 minutes a distance of 318.9 feet, more or less, to the point of beginning; containing 0.77 acre, more or less.
- (4) Lots 77, 78, 81 and 82 in the Town of Augusta, an addition to the City of Indianapolis, in Marion County, Indiana, as per plat thereof recorded in plat book H, pages 73 and 74, in the office of recorder of Marion County.
- (5) Part of the southeast quarter and a part of the southwest quarter of section 29, township 17 north, range 3 east, of the second principal meridian, in Marion County, described as follows: Commencing at the intersection of the south line of said half section with the center line of US Highway 421; thence northwesterly along said center line a distance of 1741.68 feet to the point of beginning; continuing thence along said center line a distance of 300 feet; thence deflecting to the left 90 degrees 00 minutes a distance of 493.02 feet; thence deflecting to the right 20 degrees 30 minutes a distance of 101.2 feet to a point on the east line of the Indianapolis and Northwestern Traction Company's abandoned right-of-way; thence deflecting to the left 110 degrees 28 minutes along said east line a distance of 336.66 feet; thence deflecting to the left 90 degrees 20 minutes a distance of 588.03 feet to the point of beginning; containing in all 4.096 acres, more or less; all in the County of Marion and State of Indiana.
- (6) A part of the southeast quarter of section 29, township 17 north, range 3 east, Marion County, Indiana, described as follows: Commencing at the southwest corner of said quarter section; thence east along the south line thereof a distance of 1071.4 feet to a point in the center line of US Highway 421; thence in a northwesterly direction along the center line of said US Highway 421 a distance of 540.04 feet to the point of beginning; thence south 73 degrees 39 minutes 17 seconds west a distance of 175 feet; thence south 20 degrees 00 minutes 00 seconds east a distance of 150 feet; thence south 73 degrees 39 minutes 17 seconds west a distance of 277.37 feet (deed distance); thence north 13 degrees 49 minutes 45 seconds west a distance of 250.44 feet; thence north 72 degrees 24 minutes 40 seconds east a distance of 197.67 feet; thence south 20 degrees 13 minutes 51 seconds east a deed distance of 27.34 feet; thence north 67 degrees 50 minutes 00 seconds east a distance of 224.03 feet to a point in the center line of US Highway 421; thence south 20 degrees 00 minutes 00 seconds east a distance of 100.06 feet to

the point of beginning; containing 1.845 acres, more or less; subject, however, to any and all legal highways and rights-of-way.

- (7) Part of the southeast quarter of section 6, township 16 north, range 3 east, Marion County, State of Indiana, described as follows: Commencing at the southeast corner of said quarter section; running thence south 90 degrees 00 minutes 00 seconds west along the south line of said quarter section a distance of 1402.12 feet; thence north 03 degrees 26 minutes 30 seconds east parallel with the center line of the new Coffman Road Expressway a distance of 45.08 feet to a point on the north right-of-way line of 56th Street; said point also being the point of beginning; thence north 03 degrees 02 minutes 56 seconds east a distance of 256.34 feet; thence south 88 degrees 10 minutes 34 seconds east a distance of 150 feet to a point on the westerly right-of-way line of the New Coffman Road Expressway, said point being on a curve concave west having a radius of 3769.72 feet; thence south around said right-of-way curve a distance of 106.44 feet to the point of tangency of said curve; said arc being subtended by a chord having a bearing of south 02 degrees 37 minutes 58 seconds west and a length of 106.484 feet; thence south 03 degrees 26 minutes 30 seconds west along the aforementioned right-of-way and tangent to the last described curve a distance of 87.44 feet; thence south 26 degrees 20 minutes 30 seconds west along said right-of-way a distance of 64.272 feet to a point on the north right-of-way line of 56th Street; thence south 90 degrees 00 minutes 00 seconds west along said 56th Street right-of-way a distance of 124.969 feet to the point of beginning; containing in all 0.86 acre, more or less.
- (8) Part of the east half of the northwest quarter of section 12, township 16 north, range 2 east, Marion County, Indiana, described as follows: Beginning at the intersection of the south right-of-way line of 56th Street and the northeasterly right-of-way line of Lafayette Road, as now located and established in Marion County, Indiana; thence east along the south right-of-way line of said 56th Street a distance of 248.45 feet; thence deflecting 90 degrees 00 minutes to the right a distance of 128 feet; thence deflecting 53 degrees 49 minutes to the right a distance of 124.96 feet to a point on the northeasterly right-of-way line of said Lafayette Road; thence in a northwesterly direction along the northeasterly right-of-way line of said Lafayette Road a distance of 250 feet to the point of beginning.

Excepting from the entire above description, however, the following 5 parcels (numbered 1 through 5):

- (1) A part of the northeast quarter of section 13, township 16 north, range 2 east, second principal meridian, described as follows: Commencing at the southwest corner of the northwest quarter of said section 13; thence north along the west line of said northwest quarter a distance of 422 feet; thence east parallel with the south line of said northwest quarter a distance of 50 feet to a point on the east right-of-way line of High School Road, said point being the point of beginning; thence east parallel with the south line of said northwest quarter a distance of 150 feet; thence north parallel with the west line of said northwest quarter a distance of 60 feet; thence west parallel with the south line of said northwest quarter a distance of 150 feet to a point on the east right-of-way line of High School Road; thence south along said east right-of-way line, a distance of 60 feet to the point of beginning.
- (2) A part of the southeast quarter of section 13, township 16 north, range 2 east, second principal meridian described as follows: Beginning at the southwest corner of the east half of the southeast quarter of said section 13; thence north 00 degrees 04 minutes 16 seconds east along the west line of the said half-quarter section a distance of 313 feet; thence north 89 degrees 43 minutes 42 seconds east parallel with the south line of the southeast quarter of said section 13 a distance of 247.69 feet; thence south 00 degrees 04 minutes 16 seconds west parallel with the west line of said half-quarter section a distance of 313 feet to a point on the south line of said half-quarter section; thence south 89 degrees 43 minutes 42 seconds west along said south line a distance of 247.69 feet to the point of beginning; excepting therefrom the right-of-way of west 38th Street.
- (3) A part of the southwest quarter of section 18, township 16 north, range 3 east, second principal meridian described as follows: Commencing at the southwest corner of the southwest quarter of

said section 18; thence south 89 degrees 59 minutes 48 seconds east along the south line of said southwest quarter a distance of 795.461 feet to the point of beginning; thence north 00 degrees 00 minutes 12 seconds west a distance of 949.6 feet; thence south 89 degrees 59 minutes 48 seconds east parallel with the south line of said southwest quarter a distance of 645 feet; thence south 00 degrees 00 minutes 12 seconds west a distance of 949.6 feet to a point on the south line of said quarter section; thence north 89 degrees 59 minutes 48 seconds west along said south line a distance of 645 feet to the point of beginning; excepting therefrom the right-of-way of west 38th Street.

(4) A part of the southeast quarter of section 18, township 16 north, range 3 east, second principal meridian described as follows: Commencing at the southeast corner of the west half of the southeast quarter of said section 18; thence south 89 degrees 59 minutes 42 seconds west along the south line of said half-quarter section a distance of 142 feet to the point of beginning; thence north 00 degrees 00 minutes 18 seconds west a distance of 65 feet; thence north 45 degrees 00 minutes 18 seconds west a distance of 155.57 feet; thence south 89 degrees 59 minutes 42 seconds west a distance of 90 feet; thence south 00 degrees 00 minutes 18 seconds east a distance of 175 feet to the south line of the west half of the southeast quarter of said section 18; thence north 89 degrees 59 minutes 42 seconds east along said south line to the point of beginning; excepting therefrom, the right-of-way of west 38th Street.

(5) A part of the southeast quarter of section 18, township 16 north, range 3 east, second principal meridian, described as follows: Beginning at the southeast corner of the west half of said southeast quarter; thence north 00 degrees 23 minutes 42 seconds east (basis of bearing is south line of west half of said southeast quarter = south 89 degrees 59 minutes 42 seconds west) a distance of 150 feet; thence south 89 degrees 59 minutes 42 seconds west a distance of 131.55 feet; thence north 46 degrees 34 minutes 42 seconds west a distance of 213.55 feet to the point of curvature of a curve concave northeasterly, said curve having a radius of 81.355 feet, an interior angle of 40 degrees 29 minutes 00 seconds, a degree of curvature of 70.427 degrees, and a tangent length of 30 feet; thence northwesterly around said curve an arc distance of 57.483 feet to the point of tangency; thence north 6 degrees 05 minutes 42 seconds west a distance of 275.95 feet to the point of curvature of a curve concave southwesterly, said curve having a radius of 205.523 feet, an interior angle of 83 degrees 59 minutes 01 second, a degree of curvature of 27.878 degrees and a tangent length of 185 feet; thence northwesterly around said curve an arc distance of 301.253 feet to the point of tangency; thence south 89 degrees 55 minutes 17 seconds west a distance of 116.87 feet to a point on the east line of the west half of the southeast quarter of said section 18; thence north 00 degrees 25 minutes 12 seconds east along said half-half-quarter line a distance of 1849.907 feet; thence south 89 degrees 32 minutes 04 seconds east a distance of 45.5 feet to a point on the southwesterly right-of-way line of Lafayette Road; thence southeasterly along said right-of-way line to a point 449.07 feet measured northwesterly along said right-of-way line from the north right-of-way line of west 38th Street as described in Marion County condemnation cause no. C61-880; thence south 52 degrees 20 minutes 05 seconds west (basis of bearing is south line of southeast quarter of section 18 = north 89 degrees 56 minutes 29 seconds west) a distance of 299.983 feet; thence south 00 degrees 51 minutes 01 second west a distance of 185.61 feet, to a point on the aforesaid north right-of-way line of west 38th Street; thence south 89 degrees 08 minutes 59 seconds east along said right-of-way line a distance of 100 feet; thence north 89 degrees 53 minutes 43 seconds east along said right-of-way a distance of 200 feet; thence south 00 degrees 06 minutes 17 seconds east a distance of 69.83 feet to a point in the south line of said southeast quarter; thence north 89 degrees 56 minutes 29 seconds west along said south line to the point of beginning; excepting therefrom, the right-of-way of west 38th Street.

(b) *Washington Township*: All of Washington Township, Marion County, Indiana.

(c) *Lawrence Township*: Part of Lawrence Township, Marion County, Indiana, described by the following 69 courses: Beginning at the southwest corner of the southwest quarter of section 15, township 16 north, range 4 east, second principal meridian, said corner also being the southwest corner of Lawrence Township:

- (1) Thence north along the west line of the southwest corner and along the west line of the northwest quarter of section 15 to the north right-of-way line of 42nd Street;
- (2) Thence east along the north right-of-way line of 42nd Street to a point distant 660 feet west from the east line of the southwest quarter of the northeast quarter of section 15, township 16 north, range 4 east;
- (3) Thence north parallel with the east line of the southwest quarter of the northeast quarter of section 15 to a point distant 1293.67 feet south from the south right-of-way line of 46th Street;
- (4) Thence west a distance of 583.4 feet to a point distant 1338.33 feet south from the north line of the northeast quarter of section 15;
- (5) Thence south to the south right-of-way line of 44th Street;
- (6) Thence west to a point on the west line of the northeast quarter of section 15;
- (7) Thence north along the west line of the northeast quarter of section 15 to a point distant 785 feet south from the northwest corner of said northeast quarter;
- (8) Thence east parallel with the north line of the northeast quarter of section 15 a distance of 330 feet;
- (9) Thence north to a point on the south right-of-way line of 46th Street, said point being distant 996.88 feet west from the west line of the east half of the northeast quarter of section 15, as measured along said south right-of-way line;
- (10) Thence east along the south right-of-way line of 46th Street to a point 990 feet west of the west line of the east half of the northeast quarter of section 15;
- (11) Thence north to the north right-of-way line of 46th Street;
- (12) Thence east along the north right-of-way line of 46th Street to the west right-of-way line of Arlington Avenue;
- (13) Thence north along the west right-of-way line of Arlington Avenue to a point distant 874.8 feet south from the north line of the southeast quarter of section 10, township 16 north, range 4 east;
- (14) Thence west to a point on the west line of the southeast quarter, said point being distant 869 feet south as measured along said west line from the northwest corner of the southeast quarter of section 10;
- (15) Thence north along the west line of the southeast quarter of section 10 a distance of 869 feet to the northwest corner of the southeast quarter of section 10;
- (16) Thence west along the south line of the northwest quarter of section 10 to the southwest corner of said northwest quarter, said corner being on the west line of Lawrence Township;
- (17) Thence north along the west line of the northwest quarter of section 10 and along the west line of Lawrence Township to the north right-of-way line of 56th Street;
- (18) Thence east along the north right-of-way line of 56th Street to a point on the northerly extension of the east line of lots 38 through 40 in Brendon Park, third section (instrument no. 64-16946, office of the Marion County recorder);

- (19)Thence south along the northerly extension of the east line of lots 38 through 40 and along the east line of lots 38 through 40 to the southeast corner of said lot 40;
- (20)Thence east along the north line of lots 174 and 175 in Brendon Park, sixth section (instrument no. 66-58153, office of the Marion County recorder) to the northeast corner of lot 175;
- (21)Thence south along the east line of Brendon Park, sixth section a distance of 2229.85 feet to the southeast corner of said Brendon Park, sixth section;
- (22)Thence west along the south line of Brendon Park, sixth, fifth, and third sections to the southwest corner of lot 71 in Brendon Park, third section, said corner also being the northwest corner of the southeast quarter of section 11, township 16 north, range 4 east;
- (23)Thence south along the west line of the southeast quarter of section 11 to the north right-of-way line of 46th Street;
- (24)Thence east along the north right-of-way line of 46th Street to the west right-of-way line of Shadeland Avenue (State Road 100);
- (25)Thence south along the west right-of-way line of Shadeland Avenue to the south right-of-way line of 46th Street;
- (26)Thence east along the south right-of-way line of 46th Street to the center line of Shadeland Avenue;
- (27)Thence south along the center line of Shadeland Avenue to the northwest right-of-way line of Pendleton Pike (State Highway 67);
- (28)Thence northeasterly along the northerly right-of-way line of Pendleton Pike to the southerly boundary of the town of Lawrence;
- (29)Thence southeasterly along the boundary of the town of Lawrence to the southeasterly right-of-way line of Pendleton Pike;
- (30)Thence southwesterly along the southerly right-of-way line of Pendleton Pike to the north right-of-way line of 42nd Street;
- (31)Thence east along the north right-of-way line of 42nd Street to the west line of the east half of the northwest quarter of section 18, township 16 north, range 5 east;
- (32)Thence north along the west line of the east half of the northwest quarter of section 18 to an angle point in the south corporation line of the city of Lawrence;
- (33)Thence northeasterly parallel with Pendleton Pike along the southerly corporation line of the city of Lawrence to the west line of the northeast quarter of section 18;
- (34)Thence east along the southerly corporation line of the city of Lawrence a distance of 968.22 feet;
- (35)Thence south parallel with the west line of the northeast quarter of section 18 to a point on the north right-of-way line of 42nd Street;
- (36)Thence east along the north right-of-way line of 42nd Street to the east right-of-way line of Post Road;
- (37)Thence north along the east right-of-way line of Post Road a distance of 880 feet;

- (38)Thence east parallel with the south line of the northwest quarter of section 17, township 16 north, range 5 east to a point, said point being located 1140 feet west from the east line of said northwest quarter;
- (39)Thence north parallel with the east line of the northwest quarter of section 17 to the southeast corner of lot 299 in Glick's east 42nd Street addition, section 4;
- (40)Thence north 73 degrees 53 minutes 26 seconds west along the south line of lot 299 in Glick's east 42nd Street addition, section 4 a distance of 156.35 feet to the southwest corner thereof;
- (41)Thence north 50 degrees 25 minutes 55 seconds west along a portion of the southerly line of lot 299 in Glick's east 42nd Street addition, section 4 a distance of 7.82 feet;
- (42)Thence north 00 degrees 21 minutes 32 seconds west along the west line of Glick's east 42nd Street addition, section 4 a distance of 420.11 feet;
- (43)Thence north 89 degrees 16 minutes 19 seconds east a distance of 1091.70 feet;
- (44)Thence south 61 degrees 02 minutes 18 seconds east a distance of 177.42 feet;
- (45)Thence north 90 degrees 00 minutes 00 seconds east a distance of 270.00 feet;
- (46)Thence north 53 degrees 17 minutes 04 seconds east a distance of 482.38 feet;
- (47)Thence north 90 degrees 00 minutes 00 seconds east a distance of 734.60 feet to the west line of the east half of the northeast quarter of section 17;
- (48)Thence south 00 degrees 16 minutes 24 seconds east along the west line of the east half of the northeast quarter of section 17 to a point distant 990 feet south from the northwest corner of said half-quarter section;
- (49)Thence east parallel with the north line of the northeast quarter of section 17 to the west line of the east half of the east half of the northeast quarter of section 17;
- (50)Thence south along the west line of the east half of the east half of the northeast quarter of section 17 to a point, said point being located from the southeast corner of the northeast quarter of section 17 as follows: north 00 degrees 23 minutes 35 seconds west a distance of 1182.66 feet; thence south 89 degrees 07 minutes 39 seconds west a distance of 661.85 feet (basis of bearings is east line northeast quarter section 17 = north 00 degrees 23 minutes 35 seconds west);
- (51)Thence north 89 degrees 07 minutes 39 seconds east a distance of 661.85 feet to the east line of the northeast quarter of section 17;
- (52)Thence east to the east right-of-way line of Mitthoefer Road;
- (53)Thence south along the east right-of-way line of Mitthoefer Road to a point due east of a point on the east line of the northeast quarter of section 17 said point being located 560.00 feet north of the southeast corner of said northeast quarter;
- (54)Thence west to a point on the east line of the northeast quarter of section 17, said point being 560.00 feet north from the southeast corner of said quarter section;
- (55)Thence south 81 degrees 25 minutes 33 seconds west a distance of 374.50 feet;
- (56)Thence south 90 degrees 00 minutes 00 seconds west a distance of 291.84 feet

- (57)Thence south along the west line of the east half of the east half of the northeast quarter of section 17 to the south line of said northeast quarter;
- (58)Thence east along the south line of the northeast quarter of section 17 to the southeast corner thereof;
- (59)Thence east along the south line of the northwest quarter of section 16, township 16 north, range 5 east a distance of 132.00 feet;
- (60)Thence north 00 degrees 24 minutes 07 seconds west parallel with the west line of the northwest quarter of section 16 a distance of 618.48 feet;
- (61)Thence north 67 degrees 40 minutes 54 seconds east a distance of 1294.41 feet to the east line of the west half of the northwest quarter of section 16;
- (62)Thence south along the east half to the southwest quarter of the northwest quarter of section 16 a distance of 1105.00 feet to the southeast corner of the southwest quarter of the northwest quarter of section 16;
- (63)Thence east along the north line of the southwest quarter of section 16 a distance of 660 feet, more or less, to the northeast corner of the west half of the northeast quarter of the southwest quarter of section 16;
- (64)Thence south along the east line of the west half of the northeast quarter of the southwest quarter of section 16 a distance of 1340.2 feet to the southeast corner of said half quarter-quarter section;
- (65)Thence west along the south line of the west half of the northeast quarter of the southwest quarter of section 16 a distance of 660 feet, more or less, to the southwest corner of said half quarter-quarter section;
- (66)Thence south along the west line of the southeast quarter of the southwest quarter of section 16 to the north right-of-way line of 38th Street;
- (67)Thence east along the north right-of-way line of 38th Street to the west right-of-way line of German Church Road;
- (68)Thence south along the west right-of-way line of German Church Road to a point on the south line of the southeast quarter of section 16, said point also being on the south line of Lawrence Township;
- (69)Thence west along the south line of Lawrence Township to the point of beginning.

Also, the following 4 parcels (numbered 1 through 4):

- (1) Part of the west half of the northeast quarter of section 22, township 17 north, range 4 east, Lawrence Township, Marion County, Indiana, described as follows: Commencing at the southwest corner of the northeast quarter of said section; thence north 00 degrees 24 minutes 06 seconds west a distance of 496.44 feet; thence north 89 degrees 35 minutes 54 seconds east a distance of 58 feet to the point of beginning (said point also being 124 feet north of the southwest corner of a 120-foot by 500-foot building); thence north 00 degrees 24 minutes 06 seconds west a distance of 50 feet; thence north 89 degrees 35 minutes 54 seconds east a distance of 60 feet; thence south 00 degrees 24 minutes 06 seconds east a distance of 50 feet; thence south 89 degrees 35 minutes 54 seconds west a distance of 60 feet to the point of beginning; containing 3000 square feet.
- (2) Part of the southwest quarter of section 27, township 17 north, range 4 east, in Marion County, Indiana, described as follows: Commencing at the southwest corner of said southwest quarter;

thence south 89 degrees 58 minutes 45 seconds east along the south line of said quarter section and the center line of 71st Street a distance of 430 feet; thence north 00 degrees 00 minutes 00 seconds east parallel with the west line of said quarter section a distance of 331 feet; thence south 89 degrees 58 minutes 45 seconds east parallel with the south line thereof a distance of 385 feet to the point of beginning; thence continuing south 89 degrees 58 minutes 45 seconds east along said south line a distance of 30 feet; thence north 00 degrees 01 minute 15 seconds east a distance of 70 feet; thence north 89 degrees 58 minutes 45 seconds west a distance of 30 feet; thence south 00 degrees 01 minute 15 seconds west a distance of 70 feet to the point of beginning; containing in all 0.048 acre.

- (3) Part of the west half of the northeast quarter of section 22, township 17 north, range 4 east, Lawrence Township, Marion County, Indiana, described as follows: Commencing at the southwest corner of the west half of the northeast quarter of said section; thence north 00 degrees 24 minutes 12 seconds west along the west line of said half-quarter section a distance of 367.4, feet; thence north 89 degrees 35 minutes 48 seconds east a distance of 459.5 feet, to a point, said point also being the southwest corner of a 140-foot by 500-foot building; thence north 00 degrees 24 minutes 12 seconds west along the west line of said 140-foot by 500-foot building, a distance of 220 feet to the point of beginning; thence continuing north 00 degrees 24 minutes 12 seconds west along said west line a distance of 20 feet; thence north 89 degrees 35 minutes 48 seconds east a distance of 70 feet; thence south 00 degrees 24 minutes 12 seconds east a distance of 20 feet; thence south 89 degrees 35 minutes 48 seconds west a distance of 70 feet to the point of beginning; containing 1400 square feet.
- (4) Part of the northwest quarter of section 22, township 17 north, range 4 east, second principal meridian described as follows: Commencing at the southwest corner of said northwest quarter; thence north 89 degrees 03 minutes 10 seconds east a distance of 990.0 feet along the south line of said quarter section; thence north 00 degrees 57 minutes 50 seconds west a distance of 1035.5 feet to the point of beginning, said point being the southwest corner of a brick building; thence continuing north 00 degrees 57 minutes 50 seconds west a distance of 160.33 feet to the northwest corner of said building; thence deflecting 90 degrees right a distance of 120 feet along the north line of said building; thence deflecting 90 degrees left a distance of 26 feet to a corner of said building; thence deflecting 90 degrees right a distance of 33 feet to a northeast corner of said building; thence deflecting 90 degrees right a distance of 26 feet to an inside corner of said building; thence deflecting 90 degrees left a distance of 15.5 feet to the center of a common wall; thence deflecting 90 degrees right along said common wall a distance of 160.33 feet to the southeast corner of said building; thence deflecting 90 degrees right a distance of 168.83 feet to the point of beginning, subject to all legal highways, rights-of-way and easements of record.

Excepting from the entire above description, however, the following 2 parcels (numbered 1 and 2):

- (1) Part of the northwest quarter of section 17, township 16 north, range 5 east second principal meridian, described as follows: Beginning at the southeast corner of said quarter section; thence north along the east line of the said quarter section a distance of 500.84 feet; thence west parallel with the south line of said quarter section a distance of 173.94 feet; thence south parallel with the east line of said quarter section a distance of 500.84 feet to a point on the south line of said quarter section; thence east to the point of beginning; except, however, the right-of-way of 42nd Street.
- (2) Part of the southeast quarter of section 18, township 16 north, range 5 east, second principal meridian, described as follows: Commencing at the southwest corner of said southeast quarter; thence east along the south line of said quarter section a distance of 516.59 feet to the point of beginning; thence north parallel with the west line of said quarter section a distance of 442.50 feet thence east a distance of 150 feet; thence south to a point on the south line of said quarter section; thence west to the point of beginning; except, however, the right-of-way of 38th Street.

(d) *Warren Township*: All of Warren Township, Marion County, Indiana, except the territory within the corporate boundary of the City of Beech Grove.

(e) *Franklin Township*: ~~Part of the northwest quarter of section 34, township 15 north, range 4 east, of the second principal meridian in Marion County, Indiana, described as follows: Beginning on the south line of said quarter section at a point 861.04 feet east of the southwest corner thereof; thence east along said south line 168.96 feet; thence due north 291 feet; thence due west 168.96 feet; thence due south 291 feet to the place of beginning; containing 1.12 acres, more or less~~ All of Franklin Township, Marion County, Indiana, except the territory within the corporate boundary of the City of Beech Grove.

(f) *Perry Township*: All of Perry Township, Marion County, Indiana, except the territories within the corporate boundaries of the City of Beech Grove and the City of Southport.

(g) *Decatur Township*: Part of Decatur Township, Marion County, Indiana, described by the following 3 parcels (numbered 1 through 3):

- (1) Part of section 27, township 15 north, range 2 east, second principal meridian described as follows: Beginning at the northeast corner of said section 27; thence south along the east line thereof a distance of 1328.1 feet to the southeast corner of the northeast quarter of the northeast quarter of said section 27; thence west along the south line of said quarter quarter section a distance of 1331.4 feet to the southwest corner thereof; thence south along the east line of the southwest quarter of the northeast quarter of section 27 a distance of 1330.9 feet to the southeast corner of said quarter quarter section; thence west along the south line of the northeast quarter and along the south line of the northwest quarter of said section 27 to the southwest corner of the southeast quarter of the northwest quarter of said section; thence north along the west line of the east half of the northwest quarter to the northwest corner of said half quarter section; thence east along the north line of the northwest quarter and along the north line of the northeast quarter of section 27 to the point of beginning.
- (2) Part of the southwest quarter of section 1, township 14 north, range 3 east, second principal meridian, described as follows: Commencing at the northwest corner of said southwest quarter; thence east along the north line of said southwest quarter a distance of 208.71 feet to the point of beginning; thence south parallel with the west line of said quarter section a distance of 200 feet; thence east parallel with the north line of said quarter section a distance of 100 feet; thence north parallel with the west line of said quarter section a distance of 200 feet to the north line of said quarter section; thence west along said north line a distance of 100 feet to the point of beginning.
- (3) Lots 607 and 608 in Mars Hill, an addition in Marion County, Indiana, as per plat thereof recorded in plat book 16, page 147 in the office of the recorder. Subject to an easement granted to the State of Indiana for right-of-way purposes recorded in town lot record 1435, page 369.

(h) *Wayne Township*: Part of Wayne Township, Marion County, Indiana, described by the following 72 courses: Beginning at the intersection of the extended west right-of-way of Interstate Highway 465 with the north line of the northeast quarter of section 23, township 16 north, range 2 east, second principal meridian, said point being on the north line of Wayne Township:

- (1) Thence east along the north line of Wayne Township to the east line of Wayne Township;
- (2) Thence south along the east line of Wayne Township to a point distant 378.83 feet south from the northeast corner of section 21, township 15 north, range 3 east;
- (3) Thence north 70 degrees 41 minutes west (basis of bearings is unknown) to the southeasterly right-of-way line of Kentucky Avenue (State Highway 67);
- (4) Thence southwesterly along the southeasterly right-of-way line of Kentucky Avenue to the south line of Wayne Township;
- (5) Thence west along the south line of Wayne Township to the northwesterly right-of-way line of Kentucky Avenue;

- (6) Thence northeasterly along the northwesterly right-of-way line of Kentucky Avenue to the south right-of-way line of Raymond Street;
- (7) Thence west along the south right-of-way line of Raymond Street to a point distant 20 feet south from the southwest corner of the east half of the southeast quarter of section 16, township 15 north, range 3 east;
- (8) Thence north a distance of 20 feet to the southwest corner of the east half of the southeast quarter of section 16;
- (9) Thence north along the west line of the east half of the southeast quarter of section 16 to a point on the west bank of Big Eagle Creek;
- (10) Thence northerly along the west bank of Big Eagle Creek to the center line of Morris Street;
- (11) Thence east along the center line of Morris Street to the center line of Big Eagle Creek;
- (12) Thence northerly along the center line of Big Eagle Creek to the south right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad;
- (13) Thence southwesterly along the south right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad to the west right-of-way line of Tibbs Avenue (said line being distant 35 feet west from the west line of section 9, township 15 north, range 3 east);
- (14) Thence north, northwest and west along the westerly right-of-way line of Tibbs Avenue to the east right-of-way line of Exeter Avenue;
- (15) Thence north along the east right-of-way line of Exeter Avenue and along the northerly extension thereof to a point on the eastwardly projection of the south line of Creston addition (plat book 21, page 156, office of the Marion County recorder);
- (16) Thence westerly along the eastwardly projection of the south line of Creston addition and along said south line to the southwest corner of lot 1 in Creston addition;
- (17) Thence northerly along the west line of lot 1 and along the northerly extension of said west line to the north right-of-way line of Rockville Road;
- (18) Thence easterly along the north right-of-way line of Rockville Road to the southeast corner of lot 49 in Creston addition;
- (19) Thence northerly along the east line of lot 49 and along the northerly extension of said east line to a point on the top of the west bank of Big Eagle Creek;
- (20) Thence northwesterly along the top of the west bank of Big Eagle Creek to its intersection with the southeastwardly projection of the southwesterly line of lots 4, 5 and 6 in Block 11 of Salem Park Subdivision (plat book 17, page 150);
- (21) Thence northwesterly along the southeastwardly projection of the southwesterly line of lots 4, 5 and 6 to the southeast corner of said lot 4;
- (22) Thence northwesterly along the southwesterly line of lots 4, 5 and 6 and along the northwestwardly projection of said line to the center line of Market Street;
- (23) Thence east along the center line of Market Street and along the westerly extension of said center line to the top of the east bank of Big Eagle Creek;

- (24)Thence northerly along the top of the east bank of the Big Eagle Creek to the westerly extension of the north right-of-way line of Market Street;
- (25)Thence east along the westerly extension of the north right-of-way line of Market Street and along the north right-of-way line of Market Street to the east line of section 5, township 15 north, range 3 east;
- (26)Thence north along the east line of section 5 to the southwesterly right-of-way line of Tibbs Avenue;
- (27)Thence northwesterly and northerly along the southwesterly and westerly right-of-way line of Tibbs Avenue to the south right-of-way line of Cossell Road, the intersection of said right-of-way lines being distant 650.5 feet south from the north line and 20 feet west from the east line of the southeast quarter of section 5;
- (28)Thence north 90 degrees 00 minutes 00 seconds west along the south right-of-way line of Cossell Road a distance of 1113.48 feet;
- (29)Thence north 71 degrees 21 minutes 06 seconds west along the south right-of-way line of Cossell Road a distance of 502.85 feet;
- (30)Thence north 2 degrees 12 minutes 00 seconds east a distance of 271.23 feet to a point 220 feet south from the north line of the southeast quarter of section 5;
- (31)Thence north 90 degrees 00 minutes 00 seconds east parallel with the north line of the southeast quarter of section 5 a distance of 803.3 feet;
- (32)Thence south 2 degrees 12 minutes 00 seconds west a distance of 47.96 feet;
- (33)Thence north 90 degrees 00 minutes 00 seconds east a distance of 793.1 feet to the west right-of-way line of Tibbs Avenue;
- (34)Thence north along the west right-of-way line of Tibbs Avenue to the center line of Vermont Street;
- (35)Thence west along the center line of Vermont Street and said center line as extended west to a point in the center line of Little Eagle Creek;
- (36)Thence northerly along the center line of Little Eagle Creek to the south right-of-way line of Michigan Street;
- (37)Thence west along the south right-of-way line of Michigan Street to the southerly extension of the west right-of-way line of Olin Avenue;
- (38)Thence north along the southerly extension of the west right-of-way line of Olin Avenue and along said west right-of-way line to a point on the south line of the north half of the northwest quarter of section 5;
- (39)Thence west along the south line of the north half of the northwest quarter of section 5 and along the westerly extension of said south line to the west right-of-way line of Grande Avenue;
- (40)Thence south along the west right-of-way line of Grande Avenue to the north right-of-way line of Vermont Street;
- (41)Thence west along the north right-of-way line of Vermont Street to the west line of the northeast quarter of section 6, township 15 north, range 3 east;

- (42)Thence north along the west line of the northeast quarter of section 6 to the northwest corner of the south half of said northeast quarter;
- (43)Thence east along the north line of the south half of the northeast quarter of section 6 a distance of 752.4 feet;
- (44)Thence south 35 degrees east (basis of bearings is unknown) a distance of 399.96 feet;
- (45)Thence north 43.5 degrees east a distance of 419.1 feet to a point on the north line of the south half of the northeast quarter of section 6;
- (46)Thence north a distance of 26.7 feet;
- (47)Thence east to a point on the east right-of-way line of Grande Avenue said point being distant 1475.1 feet south from the north line of section 5, township 15 north, range 3 east;
- (48)Thence north along the east right-of-way line of Grande Avenue a distance of 545.1 feet;
- (49)Thence west to the west line of the northwest quarter of section 5;
- (50)Thence north along the west line of the northwest quarter of section 5 to the northwest corner of said northwest quarter;
- (51)Thence east along the north line of the northwest quarter of section 5 to the west right-of-way line of Olin Avenue;
- (52)Thence south along the west right-of-way line of Olin Avenue to the south right-of-way line of 10th Street;
- (53)Thence east along the south right-of-way line of 10th Street to the center line of Olin Avenue;
- (54)Thence northerly along the center line of Olin Avenue to the north right-of-way line of 16th Street, said north line being distant 45 feet north from the south line of the northeast quarter of section 32, township 16 north, range 3 east;
- (55)Thence east along the north right-of-way line of 16th Street to the west right-of-way line of the Cleveland, Cincinnati, Chicago and St. Louis Railroad;
- (56)Thence north along the west right-of-way line of the Cleveland, Cincinnati, Chicago and St. Louis Railroad to the south line of the northwest quarter of section 29, township 16 north, range 3 east;
- (57)Thence west along the south line of the northwest quarter of section 29 to the southwest corner of the east half of the west half of said northwest quarter;
- (58)Thence north along the west line of the east half of the west half of the northwest quarter of section 29 to a point distant 190 feet south from the north line of the northwest quarter of section 29;
- (59)Thence west parallel with the north line of the northwest quarter of section 29 to a point on the west line of said northwest quarter;
- (60)Thence south along the west line of the northwest quarter of section 29 to the northeast corner of lot 1 in John Van Blaricum's estate partition subdivision;
- (61)Thence west along the north line of lot 1 to the northwest corner of said lot 1;

- (62)Thence south along the west line of lot 1 to the southeast corner of lot 7 in Blaricum's estate partition subdivision;
- (63)Thence west along the south line of lot 7 to the southwest corner of said lot 7, said corner being on the west line of the east half of the northeast quarter of section 30, township 16 north, range 3 east;
- (64)Thence north along the west line of the east half of the northeast quarter of section 30 to a point distant 235 feet south from the northwest corner of said half quarter section;
- (65)Thence west parallel with the north line of the east half of the northeast quarter of section 30 a distance of 275 feet;
- (66)Thence north parallel with the east line of the east half of the northeast quarter of section 30 a distance of 235 feet to the north line of said half quarter section;
- (67)Thence west along the south line of section 19, township 16 north, range 3 east, and along the south line of section 24, township 16 north, range 2 east to the southwest corner of the southeast quarter of said section 24;
- (68)Thence north along the west line of the southeast quarter of section 24 a distance of 662 feet, more or less, to a point on the north corporation line of the city of Speedway;
- (69)Thence west along the north corporation line of the city of Speedway to a point on the west line of the southwest quarter of section 24;
- (70)Thence south along the west line of the southwest quarter of section 24 to its intersection with the south line of the southeast quarter of section 23, township 16 north, range 2 east;
- (71)Thence west along the south line of the southeast quarter of said section 23 to the west right-of-way line of Interstate Highway 465;
- (72)Thence north along the west right-of-way line of Interstate Highway 465 and along the northerly extension thereof to the point of beginning.

Also, the following 7 parcels (numbered 1 through 7):

- (1) A part of the northwest quarter of section 3, township 15 north, range 2 east, in Marion County, Indiana, that lies east of the Penn-Central Railroad, described as follows: Beginning at a point on the north line of said quarter section 986.45 feet west of the northeast corner of said quarter section; thence south parallel with the east line of said quarter section 250 feet; thence east parallel with said north line 351.45 feet; thence north 250 feet to the north line of said quarter section; thence west to the point of beginning; subject to the right-of-way of west 10th Street off the north side thereof.
- (2) Part of the southeast quarter of section 3, township 15 north, range 2 east, in Marion County, Indiana, described as follows: Commencing at the southeast corner of the southeast quarter of section 3, township 15 north, range 2 east, thence south 89 degrees 10 minutes 14 seconds west (assumed bearing) along the south line thereof a distance of 876 feet; thence north 00 degrees 49 minutes 46 seconds west parallel with the east right-of-way line of Rockleigh Avenue a distance of 50 feet to the beginning point of this description; thence south 89 degrees 10 minutes 14 seconds west parallel with the south line of said quarter a distance of 120.05 feet to a point 83 feet east of the east right-of-way line of Rockleigh Avenue; thence north 00 degrees 49 minutes 46 seconds west parallel with said right-of-way line a distance of 160 feet; thence north 89 degrees 10 minutes 14 seconds east parallel with the south line aforesaid a distance of 120.05 feet; thence south 00 degrees 49 minutes 46 seconds east parallel with said Rockleigh Avenue east line a distance of 160 feet to the beginning point; containing 0.44 acre, more or less, subject

to right-of-way for the proposed widening of Rockville Road, per description set out for parcel 200 of ISHC project ST-F-86 (13), along the entire south side of the abovedescribed real estate; subject, also, to all other legal easements and rights-of-way.

- (3) Lot 25, Lookout Plaza, Marion County, Indiana, as per plat thereof, recorded in plat book 15, page 26, in the office of the recorder of Marion County.
- (4) Part of the northeast quarter of section 12, township 15 north, range 2 east, in Marion County, Indiana, described as follows: Beginning at a point in the north line of said quarter section distant west along said north line, 200 feet from the northeast corner thereof; thence south parallel with the east line of said quarter section a distance of 237.1 feet to a point distant 225 feet south from the center line of U.S. Highway 36; thence west parallel with said center line a distance of 91 feet; thence north parallel with said east line a distance of 232.25 feet to a point in said north line; thence east along said north line 91 feet to the place of beginning.
- (5) Beginning at the intersection of the west right-of-way line of Tibbs Avenue with a line parallel with and one (1) foot south of the north right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad:
 - a. Thence southwesterly along a line parallel with and one (1) foot south of the north right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad to a point on the southerly extension of the west right-of-way line of the first alley east of Banner Avenue;
 - b. Thence south along the southerly extension of the west right-of-way line of the first alley east of Banner Avenue to the north line of section 23, township 15 north, range 2 east;
 - c. Thence east along the north line of section 23 to the northeast corner of the northwest quarter of section 23;
 - d. Thence north along the west line of the southeast quarter of section 14, township 15 north, range 2 east a distance of 1660 feet;
 - e. Thence bearing north 72 degrees 22 minutes east (basis of bearings unknown) a distance of 1402.5 feet to the west line of the east half of the southeast quarter of section 14; thence south along the west line of the east half of the southeast quarter of section 14 a distance of 1215.06 feet;
 - f. Thence bearing north 88 degrees 07 minutes east a distance of 1336.35 feet to the east line of the southeast quarter of section 14;
 - g. Thence south along the east line of the southeast quarter of section 14 a distance of 164.55 feet.
 - h. Thence south 88 degrees 07 minutes west a distance of 1336.35 feet to the west line of the east half of the southeast quarter of section 14;
 - i. Thence south along the west line of the east half of the southeast quarter of section 14 a distance of 329.48 feet;
 - j. Thence north 88 degrees 07 minutes east to the east line of the southeast quarter of section 14;
 - k. Thence south along the east line of the southeast quarter of section 14, a distance of 346.39 feet to the southeast corner thereof;

- l. Thence south along the east line of the northeast quarter of section 23, township 15 north, range 2 east to a point distant 597.03 feet south from the northeast corner of the southeast quarter of said section 23;
- m. Thence west along the south line of lot 104 in Little Ranches subdivision (as recorded in plat book 25, page 255, office of the Marion County recorder) to the southwest corner thereof;
- n. Thence south to the northwest corner of lot 106 in Little Ranches subdivision;
- o. Thence east along the north line of lot 106 in Little Ranches subdivision to the east line of section 23;
- p. Thence south along the east line of section 23 a distance of 129.73 feet;
- q. Thence west along the south line of lot 106 in Little Ranches subdivision to the southwest corner thereof;
- r. Thence south to the southeast corner of lot 133 in Little Ranches subdivision;
- s. Thence west along the south line of lots 133 and 162 to the west line of Little Ranches subdivision;
- t. Thence south along the west line of the east half of the southeast quarter of section 23 to the south line of section 23;
- u. Thence west with said south section line to the southwest corner of section 23;
- v. Thence continuing west along the south line of section 22, township 16 north, range 3 east, to a point distant 174.8 feet west from the southwest corner of the east half of the southwest quarter of said section 22;
- w. Thence north and parallel with the east line of the southwest quarter of section 22 a distance of 1191 feet;
- x. Thence east parallel with the south line of section 22 to the west line of the east half of section 22;
- y. Thence north with said half section line a distance of 140.24 feet;
- z. Thence east to a point on the east right-of-way line of the road running along the west line of the east half of section 22;
- aa. Thence north along the east right-of-way line of the road running along the west line of the east half of section 22 to the south line of the north half of section 22;
- bb. Thence west along the south line of the north half of section 22 to the southwest corner of the northeast quarter of said section 22;
- cc. Thence north with the west line of the northeast quarter of section 22 and said west line extended north into adjoining section 15 to a point 106.3 feet north of the north line of section 22;
- dd. Thence northeasterly on a line bearing north 72 degrees 19 minutes east a distance of 1382.5 feet to a point;
- ee. Thence north and parallel with the east line of section 15 a distance of 8.89 feet;

- ff. Thence northeasterly on a line bearing north 72 degrees 19 minutes east a distance of 1382.5 feet to the east line of section 15;
 - gg. Thence south with the east line of section 15 a distance of 29.82 feet;
 - hh. Thence northeasterly on a line bearing north 72 degrees 19 minutes east to the southerly extension of the east right-of-way line of the first alley west of Banner Avenue;
 - ii. Thence north along the southerly extensions of the east right-of-way line of the first alley west of Banner Avenue and along said east right-of-way line to a point distant 30 feet north from the south right-of-way line of Minnesota Street;
 - jj. Thence west along a line parallel with and distant 30 feet north from the south right-of-way line of Minnesota Street to the south right-of-way line of Washington Street;
 - kk. Thence northeasterly along the south right-of-way line of Washington Street to the northerly extension of the west right-of-way line of the first alley east of Banner Avenue;
 - ll. Thence south along the northerly extension of the west right-of-way line of the first alley east of Banner Avenue and along said west right-of-way line to the north right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad;
 - mm. Thence northeasterly along the north right-of-way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad to the west right-of-way line of Tibbs Avenue;
 - nn. Thence south along the west right-of-way line of Tibbs Avenue to the point of beginning.
- (6) A part of section 24, township 15 north, range 2 east, and a part of section 19, township 15 north, range 3 east, in Marion County, Indiana, described as follows: Beginning at a point in the center line of Lynhurst Drive 190 feet south of the northwest corner of the south half of the aforesaid section 19; running thence eastwardly at right angles to the center line of Lynhurst Drive 70 feet; thence northwardly deflecting left 87 degrees 53 minutes 25 seconds a distance of 600.12 feet; thence northeastwardly deflecting right 36 degrees 15 minutes a distance of 51.47 feet; thence eastwardly deflecting right 53 degrees 45 minutes a distance of 110 feet; thence northeastwardly deflecting left 24 degrees 56 minutes 54 seconds a distance of 439 feet; thence northeastwardly deflecting right 17 degrees 05 minutes 53 seconds a distance of 495.24 feet; thence eastwardly deflecting right 08 degrees 17 minutes 10 seconds a distance of 450.69 feet; thence northwardly deflecting left 87 degrees 49 minutes 14 seconds a distance of 125 feet; thence westwardly at right angles to the last described line 100 feet; thence northwestwardly deflecting right 08 degrees 54 minutes 16 seconds a distance of 653.97 feet; thence northwestwardly deflecting right 11 degrees 07 minutes 22 seconds a distance of 329.95 feet; thence northwardly deflecting right 69 degrees 58 minutes 22 seconds a distance of 50 feet; thence northeastwardly deflecting right 70 degrees 50 minutes a distance of 120 feet; thence northeastwardly deflecting right 19 degrees 10 minutes a distance of 200 feet to a point on the south property line of Bradbury Street; thence northwardly deflecting left 87 degrees 10 minutes a distance of 25 feet to a point on the center line of Bradbury Street that is 700 feet east of the center line of Lynhurst Drive; thence westwardly at right angles to the last described line 700 feet to a point in the center line of Lynhurst Drive; thence northwardly along and with said center line and the eastwardly line of section 24, township 15 north, range 2 east aforesaid a distance of 110.15 feet; thence westwardly deflecting left 91 degrees 45 minutes a distance of 55 feet; thence southwestwardly deflecting left 67 degrees 43 minutes a distance of 101.41 feet; thence southwardly deflecting left 20 degrees 29 minutes a distance of 70 feet; thence southwestwardly deflecting right 50 degrees 12 minutes a distance of 78.1 feet; thence westwardly deflecting right 39 degrees 49 minutes a distance of 250 feet; thence southwestwardly deflecting left 11 degrees 19 minutes a distance of 101.98 feet; thence westwardly deflecting right 11 degrees 19 minutes a distance of 180 feet; thence southwardly at right angles to the last described line 125 feet; thence eastwardly at right angles to the last described line 80 feet; thence southeastwardly deflecting right 64 degrees 46

minutes a distance of 111.81 feet; thence southwestwardly deflecting right 84 degrees 21 minutes a distance of 193.03 feet; thence southwestwardly deflecting right 13 degrees 04 minutes a distance of 193.19 feet; thence southwestwardly deflecting right 10 degrees 26 minutes a distance of 762.3 feet; thence continue westwardly on a curve to the right having a radius of 5640 feet a distance of 380 feet to a point in the eastwardly line of a right-of-way acquired by the Indiana State Highway Commission by condemnation cause no. S61-1145 in the Marion Superior Court, room 5, filed October 13, 1961; thence northwardly along and with said eastwardly line a distance of 30 feet to the northeastwardly corner of said tract; thence westwardly along and with the north line thereof 67.2 feet; thence continue westwardly along said north line and deflecting right 00 degrees 51 minutes a distance of 97.9 feet; thence continuing westwardly along and with said north line and deflecting right 01 degree 00 minutes a distance of 97.9 feet; thence continue westwardly along and with said north line and deflecting right 00 degrees 46 minutes a distance of 53.5 feet; thence continue westwardly along and with said north line and deflecting right 00 degrees 16 minutes a distance of 390.4 feet; thence southwardly at right angles to the last abovedescribed line a distance of 64 feet; thence westwardly at right angles to the last abovedescribed line a distance of 2307.33 feet; thence northwestwardly on a curve to the right having a radius of 2809 feet a distance of 352.55 feet; thence continue northwestwardly tangent to the last above curve at the last abovedescribed point a distance of 124.97 feet to a point in the west property line of High School Road; thence southwardly deflecting left 97 degrees 28 minutes a distance of 100.87 feet; thence southeastwardly deflecting left 82 degrees 32 minutes a distance of 88.47 feet; thence southeastwardly on a curve to the right having a radius of 1886 feet a distance of 236.71 feet; thence continue southeastwardly tangent to the last abovedescribed curve at the last abovedescribed point a distance of 453.51 feet; thence eastwardly on a curve to the left having a radius of 1372.24 feet a distance of 524.08 feet; thence northeastwardly tangent to the last abovedescribed point a distance of 1003.6 feet; thence eastwardly on a curve to the right having a radius of 2268 feet a distance of 296.86 feet; thence eastwardly tangent to the last abovedescribed curve at the last abovedescribed point a distance of 323.57 feet; thence southwardly at right angles to the last abovedescribed line 19 feet; thence eastwardly at right angles to the last abovedescribed line 245.4 feet; thence continue eastwardly deflecting left 00 degrees 16 minutes a distance of 53.3 feet; thence continue eastwardly deflecting left 00 degrees 46 minutes a distance of 101.3 feet; thence continue eastwardly deflecting left 01 degrees 00 minutes a distance of 101.3 feet; thence continue eastwardly deflecting left 00 degrees 48 minutes a distance of 59.1 feet; thence continue eastwardly deflecting right 01 degree 34 minutes a distance of 143.75 feet to a point that is 85 feet southwardly from the center line of the Airport Expressway as established measured at right angles to said center line; thence continue eastwardly on a curve to the left having a radius of 5815 feet a distance of 308.2 feet to the point of tangent of said curve; thence southeastwardly deflecting right 04 degrees 58 minutes from the tangent to the last abovedescribed curve at the last abovedescribed point a distance of 257.26 feet; thence eastwardly deflecting left 07 degrees 26 minutes a distance of 377 feet; thence southeastwardly deflecting right 19 degrees 17 minutes a distance of 285.1 feet; thence eastwardly deflecting left 02 degrees 30 minutes a distance of 275.26 feet; thence southeastwardly deflecting right 23 degrees 21 minutes a distance of 239.63 feet; thence continue southeastwardly 150 feet, more or less, to a point that is 110 feet west of the east line of the aforesaid section 24 and 385.62 feet north of the south line of the north half of said section; thence southeastwardly 70 feet to a point that is 90 feet west of the east line of the aforesaid section 325 feet north of the south line of the north half of the aforesaid section; thence southwardly 575.05 feet to a point that is 75 feet west of the place of beginning and at right angles thereto; thence eastwardly 75 feet to the place of beginning; containing 46.346 acres, more or less.

The within described property contains a part of the right-of-way acquired by the Indiana State Highway Commission for the construction of the interchange designated as Interstate 465 and Bradbury Street; also the land acquired by the City of Indianapolis as per the board of public works of the City of Indianapolis Declaratory Resolution No. 17, 992, 1962, and subsequent additions thereto as per agreement by Park Fletcher Industrial and Research Center, Inc.

- (7) A part of the north half and a part of the south half of section 24, township 15 north, range 2 east, of the second principal meridian in Marion County, Indiana, more particularly described as follows: From the center of said section 24 measure eastwardly along and with the south line of the aforesaid north half 731.05 feet; thence northwardly at right angles to the said south line 30 feet to a point on the northerly line of proposed Research Drive as now located and established; run thence southwestwardly on a curve to the left having a radius of 602.96 feet whose tangent is at right angles to the last abovedescribed line at the last abovedescribed point and along and with the northwestwardly line of proposed Research Drive a distance of 71.43 feet to the place of beginning of the within described tract; thence northeastwardly deflecting right 96 degrees 46 minutes from the tangent to the last described curve at the last abovedescribed point a distance of 200 feet; thence eastwardly deflecting right 89 degrees 28 minutes a distance of 198.49 feet to a point in the westwardly right-of-way line of proposed Executive Drive; thence northeastwardly deflecting left 77 degrees 39 minutes and along and with the westwardly line of proposed Executive Drive as the same is now located and established a distance of 243.92 feet; thence northeastwardly deflecting left 01 degree 11 minutes along and with the aforesaid westwardly line of proposed Executive Drive a distance of 23.55 feet to the intersection of said westwardly line of proposed Executive Drive and the southerly line of the Airport Expressway or Raymond Street Expressway; thence westwardly deflecting left 107 degrees 21 minutes along and with the aforesaid southerly line of the Airport Expressway 64.7 feet; thence continue westwardly deflecting right 03 degrees 32 minutes along and with the aforesaid southerly line 143.75 feet to the southeastwardly corner of the land acquired by the State of Indiana for the Interstate 465 and Bradbury Street interchange; thence continue westwardly along and with the southerly line of the right-of-way of said Interstate 465 and Bradbury Street interchange and deflecting left 01 degree 34 minutes a distance of 59.1 feet; thence westwardly along and with said southerly line and deflecting right 00 degrees 48 minutes a distance of 101.3 feet; thence continue westwardly along and with the said southerly right-of-way line and deflecting right 01 degree 00 minutes a distance of 101.3 feet; thence continue westwardly along and with said southerly right-of-way line and deflecting right 00 degrees 46 minutes a distance of 55.3 feet; thence continue westwardly along and with said southerly line and deflecting right 00 degrees 16 minutes a distance of 245.4 feet; thence southwestwardly deflecting left 08 degrees 18 minutes and along and with said southerly line 90 feet; thence westwardly deflecting right 05 degrees 53 minutes along and with said southerly line 28.3 feet; thence continue westwardly along and with said southerly line and deflecting left 02 degrees 25 feet a distance of 27.8 feet; thence southwestwardly on a curve to the left having a radius of 676.25 feet and deflecting left to the chord of said curve 08 degrees 24 minutes a distance of 171.72 feet measured along the arc of said curve to the northeastwardly corner of a certain 25.01-acre tract conveyed by Park Fletcher, Inc. to the Indiana National Bank of Indianapolis, Trustee, and recorded in the office of the recorder of Marion County, Indiana, in volume 2005, page 401, instrument no. 40893; thence southeastwardly along and with the northeastwardly line of the aforesaid 25.01-acre tract and deflecting left from the long chord of the last abovedescribed curve 116 degrees 48 minutes 30 seconds a distance of 739.9 feet to a point in the northwestwardly line of proposed Research Drive, said point being the northeastwardly corner of the aforementioned 25.01-acre tract; thence northeastwardly deflecting left 89 degrees 35 minutes 30 seconds and along and with the northwestwardly line of proposed Research Drive 59.12 feet; thence northeastwardly on a curve to the right having a radius of 602.96 feet, the last abovedescribed line being tangent to said curve at the last abovedescribed point, along and with said northwestwardly line of proposed Research Drive a distance of 338.82 feet to the place of beginning, containing 8.926 acres, more or less.

(i) *Center Township*: All of Center Township in Marion County, Indiana, except the territory within the corporate boundary of the City of Beech Grove.